CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	09/21/2023
Contract/Lease Control #:	C23-3891-PW
Procurement#:	(PIGGYBACK)
Contract/Lease Type:	AGREEMENT
Award To/Lessee:	PRO-PHOENIX OF FLORIDA .
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	09/19/2023
Expiration Date:	UNTIL INSTALLATION COMPLETED
Description of:	PUBLIC SAFETY SOFTWARE SYSTEM
Department:	PW
Department Monitor:	AUTREY
Monitor's Telephone #:	850-689-5772
Monitor's FAX # or E-mail:	JAUTREY@MYOKALOOSA.COM
Closed:	

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

(23-3891-PW

INTERNAL COORDINATION SHEET	
Procurement/Contract/Lease Number: <u>TBD</u> Tracking Nu	mber: 4905-23
Procurement/Contractor/Lessee Name: Aro Phoenix Grant Funde	d: YESNOX
Purpose: PUBLIC Safely Sortware System	
Date/Term: Until Installation is complete 1. GREATER T	HAN \$100,000
Department #: 2.	HAN \$50,000
Account #: 3. [] \$50,000 OR I	JESS
Amount: \$901,245.00 installation	
Department: Dept. Monitor Name:	ity
	0*
Purchasing Review	
Procurement or Contract/Lease requirements are met:	Date: 017-23
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Ham	monds
2CFR Compliance Review (if required)	
Approved as written: Grant Name	
Grants Coordinator: Suzanne Lilloa	Date:
Grants Coordinator: Suzanne Ulloa	
Risk Management Review	1
Approved as written: See encel attach	0 20 22
Risk Manager or designee: Lydia Garcia	Date: 879-23
Approved as written:	
Selmail atthe	\$7923
County Attorney: Lynn Hoshihara, Kerry Parsons or Desig	Date: 0 90
Department Funding Review	
Approved as written:	
	Date:
Approved as written:	
Approved as mittedi.	
	Date:

DeRita Mason

From:Odessa Cooper-PoolSent:Tuesday, August 22, 2023 11:46 AMTo:DeRita Mason; Lynn HoshiharaCc:'Parsons, Kerry'; Jacqueline MatichukSubject:RE: Pro-Phoenix Draft Piggyback Agreement

Hello DeRita,

The Pro-Phoenix draft agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool Public Records & Contracts Specialist |Risk Management Okaloosa County BCC 302 N. Wilson Street, Crestview, FL 32536 Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."- Paulo Coelho, The Alchemist

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 22, 2023 10:49 AM
To: Odessa Cooper-Pool <occoperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Pro-Phoenix Draft Piggyback Agreement

Odessa, See updated per your request. Thank you,

DeRita Mason

DeRita Mason

From: Sent: To: Cc: Subject: Parsons, Kerry <KParsons@ngn-tally.com> Wednesday, August 30, 2023 12:18 PM DeRita Mason Lynn Hoshihara Re: Pro-Phoenix Draft Piggyback Agreement

DeRita I approved the County's portion in an email to you yesterday afternoon

Sent from my iPhone

On Aug 29, 2023, at 4:56 PM, DeRita Mason <dmason@myokaloosa.com> wrote:

Here you go, I thought this was in what I sent earlier.

DeRita Mason

<image001.png>

DeRita Mason, CPPO, CPPB, NIGP-CPP Purchasing Manager Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 Office:(850) 689-5960 Ext. 6966 Cell: (850) 826-8010 dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, August 29, 2023 3:52 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Pro-Phoenix Draft Piggyback Agreement

Thanks DeRita, I still need the procurement documents.

Kerry A. Parsons, Esq.

<image002.png> 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 <u>Kparsons@ngn-tally.com</u>



COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND CHENOSA SYSTEMS CORPORATION, DBA PRO-PHOENIX OF FLORIDA

OKALOOSA COUNTY, Florida ("County"), pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement for all work ("Work") in connection with the Public Safety Software System ("Project") under the same terms and conditions as the agreement between County of Victoria, Texas, and Chenosa Systems Corporation, dba Pro-Phoenix of Florida, as detailed in the attached Contract 202201VCSORFP (the "Agreement") attached hereto as Attachment "A" and incorporated by reference, which resulted from a competitive procurement. The proposal for the Okaloosa County Sheriff's Office in the amount of \$901,245.00 is attached hereto as Attachment "B" and incorporated by reference. There shall not be any recurring fees under this agreement. All maintenance agreements will be handled through the OCSO. This Cooperative Purchase Agreement shall commence upon when all parties have signed and continue until all terms and conditions of the attached proposal has been met and confirmed by the Okaloosa County Sheriff's Office.

Okaloosa County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above and further detailed in the contract, dated June 13, 2022. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County. All references in the Agreement to "County of Victory, Texas" shall be substituted with "Okaloosa County, Florida".

The parties agree to comply with Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "C". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification of False pursuant to Florida Statute Section 215.4725.

The parties agree to comply with the Federal Regulations set forth in Attachment "D", which are incorporated herein as part of the Agreement.



The parties agree to comply with the General Insurance Requirements set forth in Attachment "E" which are incorporated herein as part of the Agreement.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Okaloosa County, Florida, and in any such action, Florida law shall apply.

The County wishes to allow other Florida Governmental Agencies the authority to piggyback under the same conditions, for the same contract price, and for the same effective period.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

CONTRACTOR HAS **QUESTIONS REGARDING** IF THE THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS **OKALOOSA** COUNTY RISK AT MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 1. Keep and maintain public records required by the County to perform the service.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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The Contractor agrees to waive any and all arbitration requirements list in the Agreement.

Agreed, accepted and consented to the <u>19th</u> day of <u>September</u>, 2023.

Pro-Phoenix

Daul Vappe

TITLE: _____Vice President

Signature

Paul Hoppe Print Name

OKALOOSA COUNTY, FLORIDA

В

Trey" Goodwin, III, Commissioner obert

BY: For J.D. Peacock, II, Clerk







Attachment "A" AGREEMENT



Next Generation Public Safety Software

Statement of Work

(On-Site Installation)

BETWEEN

Okaloosa County Sheriff's Office

50 2nd St Shalimar, FL 32579

AND

ProPhoenix Corporation

502 Pleasant Valley Ave Moorestown, NJ 08057 Phone: 609-953-6850 Fax: 609-953-5311 www.prophoenix.com

Appendix A (Law and Fire CAD-RMS-WDA-CSP)

August 2, 2023



Introduction

This Statement of Work (SOW) documents the services and deliverables, methodology, roles and responsibilities and implementation stages for the implementation of ProPhoenix software and services listed in the Summary of the License and Services Agreement ("Agreement") between ProPhoenix and the Okaloosa County Sheriff's Office. The software provided by ProPhoenix will be the latest version available at the time of initial software installation. If a major software release occurs during project implementation, ProPhoenix and the Okaloosa County Sheriff's Office will jointly review and decide if the new release should be applied to the project.

This SOW guides both ProPhoenix and the Okaloosa County Sheriff's Office on the primary scope, activities and responsibilities necessary for a successful implementation. The SOW documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each entity and identifies the criteria necessary for task completion.

This SOW governs the project scope, deliverables, mutual responsibilities, project goals & objectives, project requirements, project exclusions, project constrains, project assumptions, project deliverables, project timeline, project milestones and other project tasks as part of the delivery of an integrated Public Safety System known as Phoenix Software ("Phoenix") between the Okaloosa County Sheriff's Office and ProPhoenix Corporation. Successful implementation requires dedicated commitment and leadership from ProPhoenix and the Okaloosa County Sheriff's Office. This SOW details the steps necessary to accomplish this goal.

Project Goals & Objectives

Project goals and objectives are what define the purpose of a project. Project Goals define the broad steps needed to obtain the purpose of the project. Objectives are the smaller steps that lead to the project goals.

- Deliver the ProPhoenix software to fill a void in the Police Department's Operation that has been created by the deficiencies of their current software solution.
- Introduce the Okaloosa County Sheriff's Office and ProPhoenix stakeholders through our Kickoff Deck Meeting.
- Satisfy the Okaloosa County Sheriff's Office with the move from their legacy system to ProPhoenix fully integrated Computer Aided Dispatch (CAD), Mobile, Law Enforcement Records Management System (RMS), and identified interfaces (collectively "System").
- Successfully deploy the system to the production environment.
- Provide all documentation necessary to effectively operate and maintain the system.
- Provide info necessary to make the go/no go decision for Go-Live.
- Affirm achievement of all deliverable acceptance criteria.
- Determine if the system does what it was designed to do.
- Consolidate status information regarding the effective completion of the project and achievement of project objectives and SDLC requirements.

Project Requirements

Project managers and stakeholders must reach an agreement about the project requirements, scope, out of scope and other project requirements such as the expected quality, risk, benefits.

Requirements Management

Requirements Management is the process of documenting, analyzing, tracing, prioritizing and agreeing on requirements and then controlling change and communicating to relevant stakeholders. It is a continuous process throughout a project. A requirement is a capability to which a project outcome (product or service) should conform.

The purpose of Requirements Management is to ensure that an organization documents, verifies, and meets the needs and expectations of its customers and external stakeholders. Requirements management begins with the analysis and elicitation of the objectives and constraints of the organization.

Business Requirements (BRD) Document

A Business Requirements Document (BRD) focuses on the business perspective as it holds the details of the business solution for a project.

The Business requirements document emphasizes on the needs and expectations of the customer. In simpler terms, BRD indicates what the business wants to achieve.

The BRD also contains the needs of a specific/group of stakeholders that will interact with the final service or product. Thus, it answers the 'Why' part of the requirements (and not 'What' or 'How') i.e. why the requirements are being undertaken and what results are expected from the product. A BRD is always prepared by the Project Manager/Business Analyst on the project and is created after performing an analysis of the client company and talking to the client stakeholders (Onsite Analysis Report). Once a BRD is prepared, it is reviewed and signed off by the client to ensure it correctly captures the expectations of the business as well as the key stakeholders.

Software Requirement Specifications (SRS) Document

Once it has been identified 'why' the project is being undertaken (by creating the BRD), it's now time to document 'What' requirements must be fulfilled to satisfy the needs of the client. The SRS document is a detailed and structured requirements document that contains the functional requirements (illustrates behavior), non-functional requirements (depicts characteristics) along with any use cases that the software must fulfill.

Functional Requirement Specifications (FRS) Document

A Functional Requirement Specifications document is a granular and low-level document that elaborates all the details around the functional requirements on a project. It should be noted that the FRS document is created from the perspective of a user and describes how the software will behave when an external user interacts with it.

After that, the FRS is shared with the clients for a final review, and once approved, this document becomes a standard document (aka baseline) that defines the way the software is to function. The FRS document is the most detailed and granular document of the three, and it finally describes 'How' exactly the software is expected to function to satisfy all the requirements listed in the BRD and SRS.

See the Business Requirements Document(BRD)

Project Scope Description

Project teams have to define the project scope, which is all the work that needs to be done to complete the project. Steps to help define the project scope:

- Work breakdown structure (WBS) to visualize all your project tasks, deliverables, and milestones.
- Project teams identifying:
 - What is within the scope of the project, and what is out of scope.
 - Project constraints (all the limitations such as time or cost).
 - Scope baseline (compare teams actual progress to the planned project scope).
 - Everything that's not included in the project scope is known as project exclusions.

Project Exclusions

It's imperative that the Project Team defines the boundaries around what the project includes from the outset, it's also extremely important that we list out what this project does not include.

- Application updates that are planned for a later project and are intentionally not included on this project.
- Restricted or rescheduled customer access to certain support lines/product features.
- Configuration does not include modifications to the software source code, database layouts, report customization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the Phoenix Software and are not included in the scope of this project.
- ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by the Okaloosa County Sheriff's Office.
- If the Okaloosa County Sheriff's Office resources change during the life-cycle of the project that impact contracted designs, implementations, additions, etc. based upon original agreed upon enhancements.
- Additional work activities or software functionality not described in the Statement of Work and/or the Proposal will be considered a change to this project and will be excluded unless authorized by the Okaloosa County Sheriff's Office and ProPhoenix Corporation using the Change Management process.

Project Constraints

The top three constraints to managing any project are: time, money and scope. But there are additional project constraints that can crop up at any time, including risk, resources, organization, method, customers and more. The below are constraints that we foresee in this project so that you can try to have solutions in place ready to launch when needed.

- Customizing software typically requires a larger upfront investment.
- Customization often is a slower process and may impact the timeline of the overall project and may delay completion of the project by adding additional time to the project. Instead of plug-and-play, it adds development time before deployment.
- ProPhoenix Startup spreadsheets GEO, Personnel etc. if not completed in a timely manner or within the timeframe assigned, may impact the project's timely delivery.
- Not following the agreed upon timeline regarding other assigned deadlines, presents the risk of not delivering the project within the agreed upon timeframe.
- Scheduling of some remote access-related Deliverables will need to occur prior to 11:00 am Eastern Time whenever possible to allow for adequate completion during normal business hours.
- All work performed will be kept within the scope of the Project . Any additional work identified through the course of the Project and deemed to be outside the scope will need additional Proposal and agreement by the parties.

Project Risks

- Availability of Okaloosa County Sheriff's Office and Okaloosa County Sheriff's Office Project Team.
- Substantive changes in the scope of work or deliverables will alter the timeline and expected completion
 dates for all subsequent elements of the Project.
- Changes in personnel assignments in the User agency and primarily, Project Leads may alter the timeline and expected completion dates for all subsequent elements of the Project.

Project Critical Success Factors

- All risks are accurately identified and strategies developed to minimize negative effect on the successful completion of the Project.
- Agency commitment of time and resources to complete set up and configuration necessary for the success of the project.
- Where differences occur in agency procedures and processes that all parties employ a realistic approach to problem solving; keeping in mind that some existing processes may be altered to accommodate the application (ProPhoenix) and the goals, needs and requirements of the Okaloosa County Sheriff's Office

Law Enforcement and Fire Departments.

Project Assumptions

- ProPhoenix will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test planning and execution, training plan, implementation methodology, change management and business process re-engineering, post-implementation support and documentation.
- This Statement of Work will be utilized by ProPhoenix and the Okaloosa County Sheriff's Office to manage implementation of the Phoenix software and to convert the Okaloosa County Sheriff's Office from its existing environment.
- The project consists of the delivery, installation, configuration, testing, implementation, and go-live support of the Licensed Standard Software providing the functionality and operation described in the ProPhoenix User Documentation.
- Work will be performed at the Okaloosa County Sheriff's Office's location and ProPhoenix offices. Work will be performed on Business Days during normal business hours, except when both parties agree otherwise.
- The Okaloosa County Sheriff's Office and ProPhoenix expect and agree that tasks and requirements can be changed and/or will be modified from time to time, especially after ProPhoenix gains a more complete understanding of the Okaloosa County Sheriff's Office's existing system and specific requirements. This does not include desired enhancements that are outside of the agreed upon delivered base software as set forth in the Proposal/Contract.
- All data and software will reside in a CJIS, ISO 27001 Certified, FIPS 140-2 compliant environment (AWS).
- Project team members and all resources will be identified and in place by target start date.
- Any additional interfaces or conversion of data not quoted in the Proposal that requires additional development will be managed as a separate project. The quoted interfaces and data conversion will be defined as part of mutually agreed SOW and set forth in a separate section.
- The Okaloosa County Sheriff's Office agrees to make available, without charge to ProPhoenix, office space and (other items such as office furniture, office equipment, phone and photocopying) needed by Contractor for the performance of its services agreed to within this Contract.
- ProPhoenix and the Okaloosa County Sheriff's Office expect that the designated Project Managers will manage and resolve all matters required for the Okaloosa County Sheriff's Office to effectively utilize the Licensed Standard Software. If the Project Managers are unable to effectively advance the project in a timely manner, the escalation chain for ProPhoenix is as follows:
 - ProPhoenix Project Manager
 - Director of Project Management & Implementation Services
 - Director of Technical Services
 - Vice President Business Development
 - President

In the unlikely event of a dispute, should the people indicated in this Statement of Work be unable to resolve it, the Dispute Resolution Process described in the License and Software Agreement shall be followed.

Project Deliverables

The development and distribution of SDLC deliverables:

- Common understanding among Development Team members and stakeholders.
- Provide agency senior management and other State officials insight into project risks and ongoing performance.
- Complete System: Includes all code related to modules, components, etc. and is kept in the production version of the data repository for Police RMS, Fire RMS, Police IA, CAD, WDA, CMS (Jail), Citizen Services and any other contractually supplied software.
- System Documentation: Includes all technical documentation delivered during the project (the User Guide).
- Implementation Notice: Formal Request Approval(s) for system changes made during the Implementation Phase.
- Version Description Document primary configuration control document used to track and control versions of software released to the operational environment. It also summarizes features and contents for the software build and identifies and describes the version of software delivered.
- Execute the Training Plan
- Change Control Process
- Training materials
- Access to CRM
- Installation of peripherals Booking/Interrogation Room Cameras, Camera, ID Readers, Mobile Printers etc.
- The installed solution is CJIS compliant as defined by the FBI CJIS Security Policy and ProPhoenix will commit to meeting all CJIS Requirements over the lifetime of the system and incorporate any CJIS required changes at no cost.

Task/Deliverable	Scope of Delivery	Assigned as Responsible	Estimated Completion	Dependency
Statement of Work	Project Delivery	ProPhoenix-Lead Okaloosa County Sheriff's Office Project Team-Assist	01/01/2023	Agreement by Parties
Project Kick-Off	Meeting to Outline Project Expectations	ProPhoenix-Lead Okaloosa County Sheriff's Office Project Team-Assist	01/03/2023	Contract signed by Parties
Background Checks	All ProPhoenix employees working on-site will submit to fingerprint-based background investigation	ProPhoenix-Share Okaloosa County Sheriff's Office-Share	01/10/2023	
On-Site Analysis Okaloosa County Sheriff's Office PD/CAD	In-depth analysis of current workflow processes and SOPs	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	01/15/2023	Scheduling
GEO Spreadsheet Training	On-line webinar to prepare GEO for Conversion into DB	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	01/20/2023	Receipt of ESRI Data or GIS Dept data and preparation of spreadsheet
Data Spreadsheet/Prep Training	On-line or On-site training for completion of set up data	ProPhoenix-Share App Admins - Share	01/20/2023	
Install software	Confirm .net & IIS installed; database set up and configuration on server; software installation on Cloud; configure Live, Training, & Test databases	ProPhoenix-Owner	01/20/2023	

Set Up Data Imported	Insert spreadsheet data to prepare for Training	ProPhoenix-Owner Okaloosa County Sheriff's Office- Assist;	03/20/2023	Return of necessary spreadsheets by Customer Project teams
Installation of Mobile clients	Training for the installation of Mobile clients on the server	ProPhoenix-Share Okaloosa County Sheriff's Office IT- Share	03/30/2023	Software installed and set up data imported
Training Begins	Classroom sessions for End Users 5 days CAD/RMS; 3 days for FRMS	ProPhoenix-Lead Agency Trainers- Assist	04/15/2023	Installation of software, completion of data insertion; training facility prepared; Scheduling
Advanced User training	Classroom style – 3 days (CAD & RMS); 2 days (FRMS) 1 day (IT Sys Admin) includes overview, system parameters and coded table maintenance	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist App Admins-Assist	05/30/2023	Scheduling
Follow Up Advanced User training	Up to 2 additional days on-site	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	As needed	Identification of need by Project team and PM
Data Conversion	 (a) Schedule meeting with System Admin for data mapping review (b) needs analysis – analyze and determine data to be converted (c) obtain back up of database (d) work with customer to finalize code mapping (e) perform test record conversion (f) each agency to review test records (g) adjustments to conversion programming if necessary (h) Post Go Live final conversion 	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	02/15/2023 ongoing through Post Go Live	Identification of key agency personnel dedicated to conversion process
Hardware Setup	 Order, Configuration and set up for additional hardware that may be purchased by Okaloosa County Sheriffs Office Booking cameras WASP Printers Bar code scanners eSignature Pads 	ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	06/15/2023	Camera mounting to be completed by agency after receiving and prior to configuration
Development	Development and programming of customized functions (if any)	ProPhoenix-Owner Agency SMEs	10/01/2023	If required from contract negotiations
Testing	QA and UAT on-site at each agency and in ProPhoenix offices	ProPhoenix-Share Okaloosa County Sheriff's Office–Share	10/15/2023	If required new functionality is developed

Interfaces	Configure, implement and test all 3rd party interfacing for each of applications as outlined in contractual obligation.	ProPhoenix-Lead ProPhoenix-Lead Okaloosa County Sheriff's Office-Assist	11/15/2023	Specs for new interfaces to ProPhoenix as required; Ft Smith as intermediary with other vendors and State of AR as necessary
End User Practice	End User practice	Okaloosa County Sheriff's Office – Owner	11/15/2023	Scheduling
E911, NCIC & KGIS Prep	Prepare E911, NCIC and KGIS for Go Live	ProPhoenix-Owner	11/15/2023	
Mobile Units	Install Mobile client on all Units	Okaloosa County Sheriff's Office IT- Share Okaloosa County Sheriff's Office-Share	12/01/2023	All mobile clients must be tested and ready for Go Live
Functional Acceptance Testing	Dual Software Practice	Okaloosa County Sheriff's Office–Owner Okaloosa County Sheriff's Office-Share	12/15/2023	Recommended minimum: 30 consecutive days
Go Live Preparation	Review all parameters, coded tables, roles, required items; mutually agreed plan for cutover on Go Live date; set Go Live date	ProPhoenix-Share Okaloosa County Sheriff's Office-Share	12/15/2023	Completion of all agreed development items, training completed, interfaces ready in Live, completion of System Administrator tasks
Go Live	Stop use of current software and begin using Phoenix for all applications	ProPhoenix-Share Okaloosa County Sheriff's Office-Share	12/20/2023	Reasonable readiness after Go Live preparation confirmation and Functional Acceptance Testing
Post Go Live Support	Up to 2 days of on-site Go Live support	ProPhoenix-Lead Okaloosa County Sheriff's Office–Assist	As required	Based on User need and agency requirements

Prior to submission of each Deliverable, the Okaloosa County Sheriff's Office Project Team and the ProPhoenix Project Manager will jointly review, revise if necessary, and approve the acceptance criteria that will be used in evaluating each Deliverable in advance of the Deliverable Milestone date.

ProPhoenix will submit the required deliverables specified in this SOW to the Okaloosa County Sheriff's Office Project Team for approval and acceptance. The Okaloosa County Sheriff's Office Project team and their respective team members will review the work product for each of the Deliverables and evaluate whether each Deliverable has been met in all material aspects to the criteria established in this agreement.

Once reviewed and favorably evaluated, the Deliverables will be deemed acceptable and billing for the achieved Milestone can be submitted for payment, if associated with a payment due during contract negotiations.

Project Management

The Project Management process is an administration process for the planning and control of the services and the implementation of a project. This process begins after the approval by the customer, is based on the contract, and is targeted on the initial values of the process and the general management of a project. ProPhoenix has a long track record of success resulting from a solid, professional approach to project implementations. ProPhoenix understands that a successful project begins with good communications and planning, and proceeds via adherence to good project management discipline.

Upon contract award, ProPhoenix will assign a project manager. The project manager will execute ProPhoenix's Project Implementation Methodology (PIM). The PIM is based upon a combination of Project Management Institute (PMI) standards, the Project Management Book of Knowledge (PMBOK) and years of successful ProPhoenix project management activity deploying public safety solutions.

The ProPhoenix PIM documents the steps, responsibilities, inputs and outputs required to move successfully through each phase of the project and serves as the roadmap for the successful conduct of the project. This approach affords both City and County and ProPhoenix management the opportunity to ensure the project is proceeding per plan through an organized methodology and communication structure.

ProPhoenix shall act as Project Manager (PM) to assist the Okaloosa County Sheriff's Office in implementing Phoenix Software and other ProPhoenix deliverables as described in the proposal. ProPhoenix's responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with the Okaloosa County Sheriff's Office. ProPhoenix and the Okaloosa County Sheriff's Office shall use ProPhoenix CRM and, if needed, Microsoft Project, Outlook, Word, Excel, and other software that may be necessary for Project Management activities

ProPhoenix Management

- Jeff Reit, Executive Vice President, Business Development. Mr. Reit is the ProPhoenix Executive responsible for the overall management of the Company's business development organization. He will stay actively involved throughout the project lifecycle.
- Joseph Lehmann, Jr. Director of Technical Services. Mr. Lehmann is responsible for oversight of Professional Services, Project Management, Account Management, Installation and Support. He will stay actively involved throughout the project lifecycle.
- Mila Barkagan Director of Project Management and Professional Services Mrs. Barkagan is responsible for all professional services and support for all Phoenix projects. She will directly oversee Project Management and stay actively involved throughout the project lifecycle.

ProPhoenix Project Management Approach

ProPhoenix uses a project management methodology (Waterfall) phased approach. Based on best practices and on Project Management Institute (PMI) recommendations, all new projects are divided into the following six distinct project phases.

- **Initiation:** Establish initial communication with the customer, prepare Kick-off deck and facilitate kickoff meeting, set up internal systems, complete Initiation Phase and initiate the planning Phase.
- **Planning:** Conduct Customer Business Analysis, finalize the project plan, and prepare the internal team.
- **Implementation:** Install and configure software, conduct train-the-trainer training, and execute a sample data conversion.
- User Training: Conduct follow-up/specialized training, end user training, and prepare to go live.
- Go-Live: Go live, conduct post go-live training, and perform data conversion.
- **Closing:** Conduct final review and project close-out. At completion, transfer project management to technical support staff.
- Each phase consists of deliverables, milestones, tasks that must be completed before proceeding to the next phase.
- Each deliverable, milestone, task is described in greater detail in the following sections. The flow chart describing all the phases is shown below.
- Each phase consists of many tasks and each phase must be completed before proceeding to the next phase.
- Each task is described in greater detail in the following sections. The flow chart describing all the phases is shown below:

ProPhoenix Responsibilities

- Establish and maintain effective and efficient communications concerning the project with the Okaloosa County Sheriff's Office's Project Manager.
- Conduct status meetings with the Okaloosa County Sheriff's Office on a weekly basis or on a mutually agreed upon schedule.
- Coordinate all ProPhoenix activities with the Okaloosa County Sheriff's Office's Project Manager.
- Maintain CRM with up-do-date status of the project. Communicate with the necessary executives to keep everyone informed with the current project status.
- Maintain the Project Plan.
- Track and manage modifications requests.
- Manage all third-party related tasks such as ordering, installation, and completion of the items to be installed.
- Schedule and manage the resources as per the project plan.
- Ensure all necessary approvals are in place before moving on to the next phase.
- Resolve disputes by coordinating with ProPhoenix Management and the Okaloosa County Sheriff's Office Management.
- Conduct a Business Analysis and understand the specificity of the Okaloosa County Sheriff's Office's environment and then deliver and install Licensed Standard Software Applications described in the Agreement.
- Install third party hardware and software sold through ProPhoenix as described in the Agreement.
- Assist the Okaloosa County Sheriff's Office in installing the associated hardware and system software to be used for Phoenix which was not procured through ProPhoenix.
- Work closely with the Okaloosa County Sheriff's Office's system administrator to configure Phoenix software to optimize its usability.
- Work with the Okaloosa County Sheriff's Office to define and map data for conversion to ProPhoenix and perform data conversion as agreed.
- Deliver, install, configure, and test the Interfaces described in the Agreement.
- Train people identified by the Okaloosa County Sheriff's Office to allow the Okaloosa County Sheriff's Office to: install, upgrade, configure, maintain, operate, back-up, restore, identify, and report faults in the Licensed Standard Software.
- Assist in Go-Live transition.
- Assist in the Go-Live transition. Once all the customer setups are complete, the End Users have been trained and the Project Team has tested the Go Live criteria for completion, a Go Live date will be scheduled. At least one ProPhoenix representative will be on site to assist in the Phoenix "Go live" process.

Configuration does not include modifications to the software source code, database layouts, reportcustomization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the ProPhoenix Software and are not included in the scope of this project.

ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by the Okaloosa County Sheriff's Office

The ProPhoenix Project Manager and/or Implementation Team members will meet with the Okaloosa County Sheriff's Office Project Team to analyze your workflow processes and how you intend to implement this project. From the results of that meeting, a written report will be created and maintained with the Project. All trainers and ProPhoenix Implementation Team members will have access to how your agencies intend to configure the system.

ProPhoenix does not create local agency documentation or new business procedures. If this responsibility is required, the Project Management costs will increase. We do not retain any client agency documentation that is created by that agency.

Provided ProPhoenix Documentation

Documentation	Description			
Statement of Work	This plan and its subsidiary plans define how we communicate, manage scope, manage risk and issues, handle change management, and maintain quality for the project.			
Project Schedule	A file generated in Microsoft® Project (.mpp) provides information on all of the project activities and/or tasks (with owners), beginning and ending dates and duration, milestones, dependencies, and status (percentage complete) for the project.			
System Testing Plan	Describes the test fundamentals for all testing activities of the project. Explains who owns test activities, test scope, roles and responsibilities, defines defect severity and priority, and describes entry and exit criteria.			
Base Products	Delivery of ProPhoenix systems, which includes: • Software package • Entity Relationship Diagram (ERD) • Data dictionary			
Interface Management Plan	Explains how ProPhoenix develops, controls, tests, and manages the data interfaces between systems and vendors. The interface management process consists of planning, identifying, approving, auditing, and completing interfaces.			
Data Migration Plan	Determines conversion plan, determines data integration plan, plans deployment (how migration supports Go-Live), develops migration data quality plan, and defines a data migration test plan.			
Training Plan	Explains the scope of training for your agency, including training goals and objectives. Describes the training methods, and specifies curriculum for each training activity. Establishes the roles and responsibilities of the training personnel, and includes a work plan that identifies when each training element is delivered. Training worksheets and user guides are also available for use in sessions.			
Go-Live Plan	The Okaloosa County Sheriff's Office Project Team and ProPhoenix will create a detailed deployment plan for cutting over to the new system. The plan will include tasks, responsible parties, dependencies, and the expected times and duration of tasks. This cutover plan will include contingencies and fallback strategies to follow should unforeseen problems occur during cutover.			

Okaloosa County Sheriff's Office Responsibilities

- Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager.
- Conduct status meetings with ProPhoenix on a weekly basis or on a mutually agreed upon schedule.
- Coordinate with the ProPhoenix Project Manager for the maintenance of Project Plan.
- Organize and manage all onsite visits by the ProPhoenix personnel. Provide ProPhoenix with a reasonable office work environment and internet connectivity.
- Resolve disputes (if any) by coordinating with ProPhoenix Management and the Okaloosa County Sheriff's Office Management.
- Work with finance/accounts payable to ensure timely payment as per the agreement.

Project Core Management Team

Project Manager/BA - to be Assigned

The Project Manager will provide some of the initial set up and training and will also serve as a technical liaison to ProPhoenix. He/She will be active in all aspects of the project, such as implementation and the scheduling of resources. In addition, he/she will generate all status reports and correspondence and work very closely with the Okaloosa County Sheriff's Office throughout the project life-cycle.

Product Manager

A software product manager heads and manages software product management. They oversee and overview the specialization, goals, structure, and expectations of the software product. That also includes the planning and monitoring required for producing the ideal software. A product manager's responsibilities are to search out, gather, handle, and prioritize customer needs and wants.

Technical Lead

A Tech Lead is a software engineer responsible for leading a team and alignment of the technical direction. Providing a strong technical direction involves resolving technical issues and managing the technical quality of team deliverables.

ProPhoenix On-Site Implementation Resource

This professional will be assigned to the implementation of the ProPhoenix deliverables. They will provide the initial set up, testing, and user training, go-live training, and post go-live support. The On-Site Implementation Resource will coordinate the installation of ProPhoenix software in accordance with the contract.

Installation

Third Party Software (Optional per Contract)

- Google Map Subscription
- Scene PD, EasyStreet Draw etc.
- ProPhoenix Software (Per Contract)
 - CAD Client
 - CAD Server
 - RMS Client
 - RMS Server
 - WDA

Conversion

- Populate GEO (Addresses)
- Data Conversion (Per Contract)

Trainer

A software trainer is responsible for conducting training and support for ProPhoenix's software. ProPhoenix Software trainers usually conduct the following Training sessions:

- Training On-Site Specialized Training
- Training On-Site Train the Trainer
- Training On-Site Go Live
- Training On-Site Post Go Live
- Training Off-Site On-Line (WEB and/or Telephone)
- Training On-site end user training (Single Agency)

On-Site Analysis and Preparation Training

ProPhoenix will provide a hands-on training session for the System/Application Administrators, which will deliver adequate information for them to set up and configure all Phoenix products. However, first, our Project Manager and/or Implementation Team members will meet with

the Okaloosa County Sheriff's Office Project Team to analyze your workflow processes and how you intend to implement this project. From the results of that meeting, a training schedule will be created. Prior to the Training sessions, Application Administrators from the Police and Fire Departments will assist ProPhoenix with completing spreadsheets of data to be imported for training purposes. These will include: GEO location updates, Personnel data, units, call for service codes, etc.

Advanced User Training

System/Application Administrators will receive personalized training to further edit system settings and parameters to make the process of migration as efficient and effective as possible. ProPhoenix will provide necessary support to ensure the system is set up properly and System/Application Administrators are fully prepared moving forward.

All initial training will be conducted on-site at any designated City of Shalimar facility. Training will be conducted on the Okaloosa County Sheriff's Office training Database using the Okaloosa County GEO, Mapping, Units, Districts, etc. This training database is built prior to the training sessions with the assistance of the Okaloosa County Sheriff's Office Project Team. All documentation, including a training workbook for each role, will be provided to you electronically and will be printable for each student's use, at your discretion. Our Project Implementation team will work with you to design the courses that make the most of your training time by tailoring the training objectives to match how you plan to use each module. There is a training curriculum designed for every module and function of ProPhoenix and we will be happy to tailor the training agenda to match the needs of specific agencies and the overall project.

One classroom will be needed for each training session. The classroom should be equipped with sufficient workstations to accommodate the number of students assigned to training. ProPhoenix does not supply student workstations. The Okaloosa County Sheriff's Office will be required to supply a sufficient number of workstations on the Okaloosa County Sheriff's Office network in the training facility. Each student should have their own workstation to facilitate hands-on practice of lecture information. A PC projector, or at minimum a projection screen or screen area, is needed to display the program for all students during the lecture portion of training. A workstation must be provided to the trainer with a projector connected or have the accommodation to accept a standard PC projector.

Okaloosa County Sheriff's Office Project Team

Okaloosa County Sheriff's Office Project Manager

The Okaloosa County Sheriff's Office Project Manager will be the primary contact for ProPhoenix. He/She will be responsible for ongoing communication with the Okaloosa County Sheriff's Office Management regarding project progress, issues and/or changes and will coordinate and manage activities of the Okaloosa County Sheriff's Office's staff in fulfilling the Okaloosa County Sheriff's Office's responsibilities within this SOW and the Agreement.

System Administrator

The System Administrator will be responsible to:

- The Okaloosa County Sheriff's Office's System Administrator will ensure that all necessary
 hardware has been installed and is working per Minimum Hardware Specifications as outlined in the
 Business Requirements Document (BRD). The System Administrator will indicate to the ProPhoenix
 Project Manager which option from the Suggested Hardware Configurations of the BRD most
 closely approximates the installation of hardware at the agency or host agency.
- The Okaloosa County Sheriff's Office's System Administrator will complete all hardware/prerequisite system software installation and configuration per ProPhoenix Prerequisite Form/guidelines and minimum requirements for hardware and network per the BRD.
- Complete the Hardware/System Software Form and return it to the ProPhoenix Project Manager per the BRD.
- Complete the Remote Access Worksheet and return it to the ProPhoenix Project Manager per the BRD.
- Ensure the proper firewall ports are enabled for accessing RMS and CAD from outside of the network per the BRD.
- Ensure the Okaloosa County Sheriff's Office's network, servers, and client (PC) environment installed and maintained properly.
- Provide operational support of the Okaloosa County Sheriff's Office's hardware and system software infrastructure.

- Provide operational support for ProPhoenix Standard Software to the Okaloosa County Sheriff's Office's users.
- Perform routine software upgrades, backups, and installation of required peripherals.

ProPhoenix Minimum Hardware Specifications for Onsite Installation

Phoenix applications can be installed on a variety of hardware configurations based on agency needs. The Business Requirements Document (BRD) describes five hardware configuration options which can be used as a reference when planning hardware options. Please note that these are samples only, and not mandatory requirements. Dell products are being used for illustration purposes only. Customer does not need to use Dell products if they have a comparable alternative.

Suggested Hardware Configurations

- Option 1: Single Server (< 25 Users)
- Option 2: Multi Server (< 50 Users)
- Option 3: Virtual Servers using Hyper-V or VMware with SQL Data and VMs stored in SAN (< 100 Users)
- **Option 4:** Virtual Servers using Hyper-V or VMware with High Availability (SQL Cluster); optional load balanced RMS and CAD (> 100 Users)
- **Option 5:** Virtual Servers using Hyper-V or VMware with High Availability and disaster recovery (SQL Cluster); optional load balanced RMS and CAD (> 100 users)
- **Option 6:** Virtual Servers using Hyper-V or VMware with High Availability and disaster recovery (SQL AAG Geo-replication); optional load balanced RMS and CAD (> 100 users)

For all of the above options the following system software is recommended:

- ✓ Windows Server 2008 R2 / 2012 R2 / 2016 Standard / Enterprise / Datacenter Edition (OS)
- ✓ SQL Server 2012, 2014, 2016 and 2017 Standard / Enterprise Edition (Database)
- ✓ Virtualization Host: VM-Ware or Hyper-V (Windows Server 2012 / 2016 Data center)
- ✓ Adequate Backup: Dell Power Vault Recommended

Disaster Recovery

Purpose

The purpose of this Disaster Recovery Plan is the high-level documentation of disaster recovery-related strategies, procedures and decisions and related practices.

Goals and Objectives

- To provide operational continuity and quick recovery for all critical systems impacted by a technology related disaster event.
- To ensure that the disaster recovery program is properly communicated to all staff, clearly identifying all essential roles and responsibilities.
- To ensure adherence to established safety procedures, exit plans, and related emergency requirements.
- To maintain an orderly process for business resumption and systems recovery.
- To ensure that disaster recovery activities and strategies are continually tested and revised as needed.

ProPhoenix Technical Support

Refer to the Support Agreement Document (SAD) as provided with the contract.

Communications Plan

ProPhoenix CRM will be used to maintain all correspondences, which can be viewed online.

The following communications plan will be used throughout the implementation. Unless specified, all communications are done as needed between Customer PM and ProPhoenix PM.

 Project Status Report: ProPhoenix's PM to the Okaloosa County Sheriff's Office's PM: Weekly posted on CRM with E-Mail notification.

- Modification Requests, Schedule Changes by the Okaloosa County Sheriff's Office: The Okaloosa County Sheriff's Office's PM to ProPhoenix's PM: via Phone, E-Mail or CRM.
- Modification Requests, Schedule Changes by ProPhoenix: ProPhoenix's PM to the Okaloosa County Sheriff's Office's PM: via Phone, E-Mail or CRM.
- Software Issues: the Okaloosa County Sheriff's Office's PM to Technical Support: via Phone or CRM.

Project Communication Plan for the Okaloosa County Sheriff's Office

	Purpose	Туре	Cadence	Audience	Comments
Kick-off meeting	Introduce Project Confirm objectives, Goals, Deliverables.	In-person Meeting/Conference call	Once -per project.	Project team Stakeholders (Engineering, Product Manager, Trainers, Customer advocate, SME's, Sales Rep, Customer PM.	
Project Core Team Status	Overall status update.	Conference call or in-person	Weekly	Project Manager.	
Meeting	Action items review. Review status of deliverables Review timeline Review issues and risks.	(depends on the audience)		Core team.	
Project Team Meeting	Status update.	Conference call or in-person	Weekly/per request.	Project Manager,	
Extended team		(depends on the audience)		Engineering team, SME's	
Technical & Design Meetings	Discuss, review technical & design problems and solutions	Conference call or in-person (depends on the audience)	Bi-weekly	Technical Team Design Team SME's	
Escalation Meeting	Discuss action plans to do resolve issues.	Conference call or in-person (depends on the audience)	As needed.	Depends on an issue.	
Project Progress meeting with customers	Provide feedback to the customer's	Conference call or in-person (depends on the audience)	Bi-weekly	Customer PM and the Customer Project Team ProPhoenix PM	
Staff Meeting	Update leadership on project status, training plan and give the opportunity to ask questions.	Conference call or in-person	Monthly	Management level L1 and above	
Support team CRM status meeting	Report and review CRM issues per agency or per product	Conference call or in-person (depends on the audience)	Weekiy	Support team members, PM's	

Data Conversion

Data Conversion is one of the most significant elements for a successful migration from one Public Safety System to another. Differences in database design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. A very close working relationship with the client is necessary in order to ensure that the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. With your assistance, we are prepared to identify which key and critical data are "meaningful," what can and should be converted, and what alternative retrieval strategies might be used (such as some data being stored as attached documents). Unless otherwise specified, data conversion consists of:

- Names Module: Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employer/School, Gang, Name Activity, Photos, Comments, Attachments, and Gun Permits
- Incident Module: Call Details, Case Details, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives)
- Arrest Module: Arrest Data, Charge Information, Mugshots, Arrest Comments, Vehicles, and Attachments
- Property Module: Location, Vehicles, Status, Property Room Data, Attachments, and Property History
- · Citation Module: Violation Data, Vehicle Info, Attachments and Comments.
- **Crash Module (Optional):** If included in the proposal, conversion includes Crash Data, Vehicle Information, Violation(s) Details, Driver Information, and Narrative

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII format, delimited format, or in SQL format with guidance and assistance from ProPhoenix.

Our Conversion Manager will work closely with your designated personnel. We will create and install a temporary Conversion database that will be utilized until the data conversion process is completed. We will use a copy of your installed Production database to conduct the preliminary field mapping and conversion of your data which will need to be reviewed by your staff. Following your Go-Live on ProPhoenix software, ProPhoenix will require a final copy of the source database(s). This copy must be taken after all users have ceased entering information into the your old system. Once this final copy is obtained, no other information will be converted. We will then perform the final conversion into the Conversion database.We will allow for some agreed upon time frame for your staff to review the final converted data.Once the data has been reviewed and we have received a certification sign-off, we will then insert the data into the Production database. The assigned ProPhoenix Project Manager will work closely withy our team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation. All converted data must be reviewed and certified by a member of the Agency's team most familiar with your current departmental records. Once the data is certified, approved and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) are necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go-Live and after the Agency(s) has stopped using their current software. However, to prepare for Go-Live and a smooth migration from one system to another, two parts will be converted and available in the ProPhoenix system before transition.

- Locations all geographical locations, streets, intersections, common names, districts, patrol areas, and associated information needed for CAD are inserted into the database.
- Names all name data will be converted and available for use in CAD, RMS, WDA, FWDA, FRMS, and CMS at Go-Live but will be updated once a final copy of the Okaloosa County Sheriff's Office's legacy database has been provided.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix for completion of the final conversion.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Project Deliverables List

1 Application Software

- 1.1 CAD Server Multi-Juris Police/Fire/EMS
- 1.2 CAD Client MultiJuris Police/Fire/EMS (Site License)
- 1.3 CAD Status Client Police/Sheriff (Site License)
- 1.4 RMS Server MultiJuris Police
- 1.5 RMS Client MultiJuris Police (Site License)
- 1.6 WDA (Mobile) Client Police/Fire/EMS (Site License)
- 1.7 WDA (Mobile) Server Police
- 1.8 WDA PD App Server License for Tablet and Phone
- 1.9 WDA FD App Server License for Tablet and Phone
- 1.10 Law Personnel Scheduling Module
- 1.11 IA Phoenix Internal Affairs (IA)-Site License (Law)
- 1.12 WDA (Mobile) Server Fire/EMS Multi Juris

2 Interface

- 2.1 Interface-Bi Directional to Okaloosa County CJIS Informational Portal
- 2.2 Interface RMS to Tyler Navigator
- 2.3 Interface Phoenix CAD to StreetWise Fire Data Export
- 2.4 Interface Priority Dispatch Pro QA (LAW)
- 2.5 Interface Priority Dispatch Pro QA Bundle for Fire and EMS
- 2.6 Interface NCIC Server TCP/IP (Entries and Queries)
- 2.7 Interface FUSUS
- 2.8 Interface Text2Dispatch
- 2.9 Phoenix Live Stream to Dispatch
- 2.10 Interface CAD to ESO FireHouse RMS
- 2.11 Interface Phoenix CAD to Emergency Reporting RMS
- 2.12 Interface LInX/D-DEx
- 2.13 Interface DataWorks Rapid ID
- 2.14 Interface RapidSOS CAD Interface
- 2.15 Interface ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)
- 2.16 Interface Florida DAVID (Driver and Vehicle Information Database)
- 2.17 Interface Florida e-Citation writer
- 2.18 Interface Florida e-crash reporting
- 2.19 Interface Florida e-UTC citation
- 2.20 Interface Key Global Information Sharing
- 2.21 Interface Axon Body Camera Video
- 2.22 interface Vesta 911

3 Citizen Services

- 3.1 Citizen Services (Crime View) Annual Subscription
- 3.2 Citizen Services Initiation and Setup Multi Juris Agency

4 Custom Job

4.1 Custom Reports - SSRS Police Management

5 Installation

- 5.1 Power BI Configuration for SQL Enterprise or Standard
- 5.2 Installation Google Map Setup and Configuration
- 5.3 Installation LInX Set Up, Configuration and Training

6 Conversion

- 6.1 Populate Geo (Address)
- 6.2 Data Conversion SmartCOP
- 6.3 Data Conversion IA Pro
- 6.4 Conversion Docuware Documents to Prophoneix
- 6.5 Data Conversion Crash Reports
- 6.6 Conversion packTrack k9 to ProPhoenix RMS K9

7 Training

- 7.1 Training On-Site Go Live Support
- 7.2 Training On-Site Post Go Live
- 7.3 Training On-Site Train the Trainer
- 7.4 Training On-Site System Administrator Training
- 7.5 Training On-Site Specialized Training Administrators

8 Project Management

8.1 Project Management and Professional Services

9 3rd Party Software

9.1 Google Map Subscription

10 Mobile App Feature

10.1 Mobile App for Scheduling Module (Site License)

11 Discount

11.1 Discount - Florida Agency Discount

Application Software Law Personnel Scheduling Module

WDA (Mobile) Server - Police <u>Overview</u>:

CAD/Mobile Server instances run on a Virtual Machine to which all CAD and mobile Clients connect.

Customer Responsibilities:

The customer to provide a server meeting minimum requirements. Customer to be trained on operation of the CAD server. Customer must complete a pre-requisite document with all the server information and provide to ProPhoenix.

ProPhoenix Responsibilities:

ProPhoenix to install Server Application Manager and CAD Live and Training instances on the server.

ProPhoenix to train customer staff to stop and start CAD services when needed

Duration:

4 hours

Prerequisites:

Customer to have server meeting minimum requirements:

- Windows Server 2012 R2 thru Windows Server 2019 with all updates applied
- .NET 3.5 with SP1 and .NET 4.5
- 4 cores
- 16GB Memory
- Storage Configuration: C:\OS 200 GB, D:\Data 700 GB, E:\Log 200 GB
- RAID 10
- FTP & IIS (follow the installation procedure as RMS Server)
- PowerShell 3 or 4 or 5
- The CAD Server must be added to the SMTP relay access in order to send email notification from the Phoenix CAD application.

Customer is also responsible SQL Server running on a separate VM, minimum requirements:

- · Windows Server 2012 R2 thru Windows Server 2019 with all updates applied
- Minimum version supported: Microsoft SQL Server 2012
- Latest version supported: Microsoft SQL Server 2019
- SQL Server Latest Service Pack/Cumulative update to be done
- Database Engine
- Reporting Services
- Client Tools
- SQL Authentication
- SQL Profiler
- SQL Server Integration Services (SSIS) and Analysis Services (SSAS)
- During installation: On the Analysis Services Configuration page, select Multidimensional Mode.
- Microsoft SQL Server Data Tools Business Intelligence for Visual Studio 2013
- Microsoft Analysis Services must be installed as part of the regular SQL service.
- The Analysis Service database can reside on the same SQL server, or it can have its own dedicated server. It is recommended to use the same SQL Server.
 - Estimated database size for BI (Data Warehouse & Analysis database)
 - Based on analysis, Phoenix has found that the SQL Server will take approximately 10% of the OLTP-Base database size to store the Data Warehouse and Analysis databases.
 - For example, in a 100 GB database, SQL Server will take approximately 10 GB to store these two databases.
 - While the customer's OLTP database will increase in size daily based on the production data, the amount of memory needed for storing the Data Warehouse and Analysis databases will also increase. However, it is expected that these databases will continue to use approximately 10% of the total database space.
 - Ensure that the Windows user name and password used for BI (for running the SQL Job and Accessing Analysis database) are never changed or deleted.
- Report Server should be configured
- Authentication:
 - If the SQL Server, RMS Application Server, and Report Server are all installed in the same machine, then use the Windows login credentials for SSRS configuration.
 - If the SQL Server, RMS Application Server, and Report Server are all installed on different machines or different domains, then there needs to be one common set of Windows credentials for all of these servers to use for SSRS configuration.
- Report Builder 3.0 is required for custom report development
- Ensure that the Windows user name and password used for SSRS configuration is never changed or deleted

Deliverable:

CAD/Mobile server licensed and installed on customer CAD server.

Task Completion Criteria:

The customer Mobile clients will be able to connect to the CAD server and perform dispatching functions.

CAD Client - MultiJuris - Police/Fire/EMS (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is recommended. CAD Client Minimum Requirements: - Windows 7 - IE 7 or greater - Core i3 (2.4Ghz or higher) - 4 GB RAM - If other applications are supported on the client, the requirements for processors, memory, and storage are increased proportionally. Single Monitor may provide all the dispatch features, but Multi-Monitor setup is strongly recommended. For each dispatch position, at least one Monitor for Dispatch and one Monitor for Text Status is recommended. Third Monitor for Map is optional.

Customer to be trained on installation of client and will be responsible for installing clients on authorized workstations.

WDA (Mobile) Client - Police/Fire/EMS (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on Broadband Wireless connection. Installation of Microsoft .Net 4.5 as part of the Windows O/S is recommended. WDA Client Minimum Requirements: - Windows 7 - IE 10 or greater - Core i3 (2.4Ghz or higher) - 4 GB RAM - If other applications are supported on the client, the requirements for processors, memory, and storage are increased proportionally.

Customer to be trained on installation of client and will be responsible for installing clients on authorized workstations.

WDA - FD App Server License for Tablet and Phone

CAD Status Client - Police/Sheriff (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

WDA (Mobile) Server - Fire/EMS - Multi Juris

IA - Phoenix Internal Affairs (IA)-Site License (Law)

Overview:

ProPhoenix Internal Affairs is a full featured solution designed to support the standards held by most law enforcement agencies. Using the latest Microsoft Technologies, and configured

with an independent SQL database that does not allow access outside of an authorized IA user list.

Built on the same .NET and browser-based technologies as our ProPhoenix suite of products, any authorized user can access this system anytime, anywhere.

- Independent product with no access from regular CAD and RMS users
- Easy to understand User Interface
- Complaint Entry Anywhere, Anytime
- Case Management
- Effective Notification and Early Warning Systems
- Full Reporting System
- Automated Correspondences and Statistical Reports
- Phoenix integrated Video Interview Module is compatible with IA (Optional)

Customer Responsibilities:

Customer to have servers running and available on the network meeting minimum requirements:

ProPhoenix Responsibilities:

ProPhoenix will install Application Server Manager, license the server, install and configure the application.

Duration:

1 Day

Prerequisites:

Customer to have server meeting minimum requirements:

- Windows Server 2012 R2 thru Windows Server 2019 with all updates applied
- .NET 3.5 with SP1 and .NET 4.5
- 4 cores
- 16GB Memory
- Storage Configuration: C:\OS 200 GB, D:\Data 700 GB, E:\Log 200 GB
- RAID 10
- IIS 6 to 10
 - IIS 6 Features (Under Application Features in the Windows Components Wizard)
 - Application Server Console
 - ASP.NET
 - IIS
 - Common Files
 - FTP Service
 - IIS Manager
 - World Wide Web Service

- IIS 7 to 10 Features
 - Common HTTP Features
 - Static Content
 - Default Document
 - Directory Browsing
 - HTTP Errors
 - HTTP Redirection
 - Application Development
 - ASP.NET
 - .NET Extensibility
 - CGI
 - ISAPI Extensions
 - ISAPI Filters
 - Health and Diagnostics
 - HTTP Logging
 - Logging Tools
 - Request Monitor
 - Tracing
 - Security
 - Basic Authentication
 - Windows Authentication
 - Digest Authentication
 - Performance
 - Static Content Compression
 - Dynamic Content Compression
 - Management Tools
 - IIS Management Console
 - IIS 6.0 Compatibility
 - IIS 6 Metabase Compatibility
 - IIS 6 WMI Compatibility
 - IIS 6 Management Console
 - FTP Server
 - FTP Service
- (Optional -Web Platform Installer)
 - Provides a convenient way to install and configure IIS (7or greater)
 - http://www.microsoft.com/web/downloads/platform.aspx
- Web Deployment Tool
 - http://www.iis.net/expand/webdeploy
 - Or available through the Web Platform Installer
- .NET 3.5 with SP1 and .NET 4.5
- ASP.NET State Service
- Configure to start automatically
- Acrobat Reader 11 or latest compatibility program for Phoenix
- Report Viewer 2012 Runtime
- PowerShell 3 or 4 or 5
- The RMS Server must be added to the SMTP relay access in order to send email notification from the Phoenix RMS application.
- NET Framework 3.5 Features and select HTTP Activation and Non-HTTP Activation
 - .NET Framework 4.5/4.6 Features and select WCF Services
 - Under WCF Services, select:
 - HTTP Activation
 - Message Queuing (MSMQ) Activation

- Named Pipe Activation
- TCP Activation
- TCP Port Sharing
- The following ports must be enabled on the firewall to allow access to Phoenix RMS from outside of the network:
 - IIS / Web: TCP/HTTP (Port #80)
 - IIS / Web SSL: TCP/HTTPS (Port #443)

Customer is also responsible SQL Server running on a separate VM, minimum requirements:

- Windows Server 2012 R2 thru Windows Server 2019 with all updates applied
- Minimum version supported: Microsoft SQL Server 2012
- Latest version supported: Microsoft SQL Server 2019
- SQL Server Latest Service Pack/Cumulative update to be done
- Database Engine
- Reporting Services
- Client Tools
- SQL Authentication
- SQL Profiler
- SQL Server Integration Services (SSIS) and Analysis Services (SSAS)
- During installation: On the Analysis Services Configuration page, select Multidimensional Mode.
- Microsoft SQL Server Data Tools Business Intelligence for Visual Studio 2013
- Microsoft Analysis Services must be installed as part of the regular SQL service.
- The Analysis Service database can reside on the same SQL server, or it can have its own dedicated server. It is recommended to use the same SQL Server.
 - Estimated database size for BI (Data Warehouse & Analysis database)
 - Based on analysis, Phoenix has found that the SQL Server will take approximately 10% of the OLTP-Base database size to store the Data Warehouse and Analysis databases.
 - For example, in a 100 GB database, SQL Server will take approximately 10 GB to store these two databases.
 - While the customer's OLTP database will increase in size daily based on the production data, the amount of memory needed for storing the Data Warehouse and Analysis databases will also increase. However, it is expected that these databases will continue to use approximately 10% of the total database space.
 - Ensure that the Windows user name and password used for BI (for running the SQL Job and Accessing Analysis database) are never changed or deleted.
- · Report Server should be configured
- Authentication:
 - If the SQL Server, RMS Application Server, and Report Server are all installed in the same machine, then use the Windows login credentials for SSRS configuration.
 - If the SQL Server, RMS Application Server, and Report Server are all installed on different machines or different domains, then there needs to be one common set of Windows credentials for all of these servers to use for SSRS configuration.
- Report Builder 3.0 is required for custom report development
- Ensure that the Windows user name and password used for SSRS configuration is never changed or deleted

ProPhoenix Responsibilities:

ProPhoenix will install Application Server Manager, license the server, install and configure the application.

Duration:

1 Day

Deliverable:

Phoenix Internal Affairs

Task Completion Criteria:

The customer will be given access to log into Internal Affairs.

RMS Server - MultiJuris - Police

Overview:

Included with RMS Licensing:

Accounting Accreditation Assistance Activity Log Alarms Arrest Entry Attachments Barcoding CAD Details Camera Interface Case Management Citation Tracking Citizen Services (Internal functions) **Civil Process** Clery Reporting (if applicable) CompStat Report Contacts Crash Reports Crime Analysis BI Details Worked Billing Document Management Domestic Violence Tracking Drug Overdose

e-Attachment Capabilities **Employment Application Tracking** e-Signature Capabilities Expungement False Alarm Billing Field Interview Fleet Maintenance Ganos Module GEO Management Global Text Search Help Desk Module Incidents Inventory K-9 Mapping Master Search MS Excel Export Mugshot and Line Ups Municipal Jail Cell Checks Name Mining Names Notification Features

Pawn Entry Parking citations PDF Form Support Permits Personnel Management Personnel Scheduling Property Room Records **Redaction Features** Report Entry and Approval Social Media Profile Tracking SOR/Career Criminal Registry SSRS Reporting Capabilities Stop Profile Towing Traffic Training UCR and/or NIBRS Use of Force Vehicle (Plates, VIN, etc.) Warrants and Protective Orders

Customer Responsibilities:

Customer to have servers running and available on the network meeting minimum requirements:

ProPhoenix Responsibilities:

ProPhoenix will install Application Server Manager, license the server, install and configure the application.

Duration:

1 Day

Prerequisites:

Customer to have server meeting minimum requirements:

- Windows Server 2012 R2 thru Windows Server 2019 with all updates applied
- .NET 3.5 with SP1 and .NET 4.5
- 4 cores
- 32GB Memory
- Storage Configuration: C:\OS 200 GB, D:\Data 700 GB, E:\Log 200 GB
- RAID 10
- IIS 6 to 10
 - IIS 6 Features (Under Application Features in the Windows Components Wizard)
 - Application Server Console
 - ASP.NET
 - IIS
 - Common Files
 - FTP Service
 - IIS Manager
 - World Wide Web Service
 - IIS 7 to 10 Features
 - Common HTTP Features
 - Static Content
 - Default Document
 - Directory Browsing
 - HTTP Errors
 - HTTP Redirection
 - Application Development
 - ASP.NET
 - .NET Extensibility
 - CGI
 - ISAPI Extensions
 - ISAPI Filters
 - Health and Diagnostics
 - HTTP Logging
 - Logging Tools
 - Request Monitor
 - Tracing
 - Security
 - Basic Authentication
 - Windows Authentication
 - Digest Authentication
 - Performance

- Static Content Compression
- Dynamic Content Compression
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 - IIS 6.0 Compatibility
 - IIS 6 Metabase Compatibility
 - IIS 6 WMI Compatibility
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- FTP Server
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 - http://www.microsoft.com/web/downloads/platform.aspx
- Web Deployment Tool
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 - Or available through the Web Platform Installer
- .NET 3.5 with SP1 and .NET 4.5
- ASP.NET State Service
- · Configure to start automatically
- Acrobat Reader 11 or latest compatibility program for Phoenix
- Report Viewer 2012 Runtime
- PowerShell 3 or 4 or 5

0

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- .NET Framework 4.5/4.6 Features and select WCF Services
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 - TCP Activation
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- SQL Server Latest Service Pack/Cumulative update to be done
- Database Engine
- Reporting Services
- Client Tools
- SQL Authentication
- SQL Profiler
- SQL Server Integration Services (SSIS) and Analysis Services (SSAS)
- During installation: On the Analysis Services Configuration page, select Multidimensional Mode.
- Microsoft SQL Server Data Tools Business Intelligence for Visual Studio 2013

- Microsoft Analysis Services must be installed as part of the regular SQL service.
- The Analysis Service database can reside on the same SQL server, or it can have its own dedicated server. It is recommended to use the same SQL Server.
 - Estimated database size for BI (Data Warehouse & Analysis database)
 - Based on analysis, Phoenix has found that the SQL Server will take approximately 10% of the OLTP-Base database size to store the Data Warehouse and Analysis databases.
 - For example, in a 100 GB database, SQL Server will take approximately 10 GB to store these two databases.
 - While the customer's OLTP database will increase in size daily based on the production data, the amount of memory needed for storing the Data Warehouse and Analysis databases will also increase. However, it is expected that these databases will continue to use approximately 10% of the total database space.
 - Ensure that the Windows user name and password used for BI (for running the SQL Job and Accessing Analysis database) are never changed or deleted.
- Report Server should be configured
- Authentication:
 - If the SQL Server, RMS Application Server, and Report Server are all installed in the same machine, then use the Windows login credentials for SSRS configuration.
 - If the SQL Server, RMS Application Server, and Report Server are all installed on different machines or different domains, then there needs to be one common set of Windows credentials for all of these servers to use for SSRS configuration.
- Report Builder 3.0 is required for custom report development
- Ensure that the Windows user name and password used for SSRS configuration is never changed or deleted

ProPhoenix Responsibilities:

ProPhoenix will install Application Server Manager, license the server, install and configure the application.

Duration:

1 Day

Deliverable:

Phoenix Police RMS

Task Completion Criteria:

The customer will be given access to log into Police RMS.

RMS Client - MultiJuris - Police (Site License)

Overview:

RMS Clients work from Windows Based computer using MS Edge or Chrome browsers.

Customer Responsibilities:

Provide computer workstations to their users which meet minimum requirements for using ProPhoenix RMS. The customer is responsible for installing desktop shortcuts to ProPhoenix for each user.

ProPhoenix Responsibilities:

ProPhoenix will configure the Virtual Directory for users to connect to ProPhoenix RMS. ProPhoenix will provide desktop icons for use when creating short cuts on the Windows desktop to browse to the RMS sign on screen.

Duration:

1 day.

Prerequisites:

- Windows 10 Version 1903 or higher or Windows 11
- Intel Core i5 or higher processor
- 8 GB Memory
- 500GB Storage
- 21inch x 2, with 1920 x 1080 resolution
- 1 Gbps Network Card
- Edge or Chrome Browser

Deliverable:

ProPhoenix will Provide Desktop Icon and the url address to browse to for accessing Police RMS.

Task Completion Criteria:

Customer will be able to log into Police RMS.

CAD Server - Multi-Juris Police/Fire/EMS

Purpose

Phoenix CAD application Server program is installed on the Windows Server platform and runs in the background. When CAD client, CAD Status or WDA (Mobile) client program started, it will be connected to the CAD Server. Installation may be performed via remote login or on-site.

Minimum Requirements

- Server Hardware with minimum 32 GB RAM
- 2.0 Ghz / 1333 mhz FSB Quad-Core Processor
- Windows Server 2012 R2 64 bit Standard
- 500 GB Storage on each Server
- Microsoft .Net 4.5
- IIS 7.5
- Adobe Reader 11 or latest compatible with ProPhoenix
- Report View 2012 run Time
- Power Shell 3 or 4

Pre-requisite

- 1. Server Hardware is installed and the Operating System is configured by the customer
- 2. Remote access is granted
- 3. Microsoft SQL Server 2012 SR 2 x64 (SQL 2014 recommended) with 64GB RAM is installed by the customer
- 4. Report Server should be configured
- 5. ProPhoenix will configure Phoenix databases KPIMaster, PhoenixLive, Training....

<u>Tasks</u>

- 1. Download and Install Phoenix CAD Server on the designated Hardware
- 2. Configure the server configuration with database
- 3. Update Appinit script to autostart

Verification Checklist

1. Double-click Phoenix CAD Server and select the database and start. Server Started message appears.

- 2. Stop the CAD Server and verify the process terminated.
- 3. Run AutoInit program and verify CAD Server started.

WDA - PD App Server License for Tablet and Phone

Overview:

WDA - PD App Server License for Tablet and Phone

Customer Responsibilities:

Provide users with devices meeting minimum requirements. User will download the appropriate device app and configure it to connect with the CAD/Mobile server.

ProPhoenix Responsibilities:

ProPhoenix will license the CAD/Mobile servers for use of the mobile apps and create webservice to enable the devices to connect.

Duration:

1 day

Prerequisites:

Customer to provide user devices meeting these minimum requirements:

WDA App

Mobile App Device (Windows)

- Tablet à Unsupported
- Phone à Unsupported

Mobile App Device (Android)

- Tablet à Screen size: 7", and 10"
- Phone à Screen size: 5 inch (1080X1920) and above
- Operating System:
 - 5.1 or higher (Supported)
 - 8 or above (Recommended)
- RAM: 4 GB or higher
- ROM: 32 GB / 64 GB hard drive
- Devices are available from Samsung, and Panasonic (ToughPad)

Mobile App Device (Apple)

- iPad:
 - iPad Mini (5th Gen) and above
 - iPad Air (3rd Gen) and above
 - iPad (6th Gen) and above
 - iPad Pro (3rd Gen) and above
- Phone:
 - iPhone SE (2nd Gen) and above
 - iPhone 8/8+ and above
- Operating System: iOS 10 or higher
- ROM: 64 GB / 128 GB hard drive

Deliverable:

Licensing and Webservice created.

Task Completion Criteria:

Customer will be able to log in and use the WDAapp on supported tablets and phones.

Interface Interface - Text2Dispatch

Overview:

Interface - Text2Dispatch

Customer Responsibilities:

The Agency System Administrator should perform the following steps for Twilio setup.

- Go to <u>https://www.twilio.com</u> and create a new account.
- Create a new project
 - Select a project as 'Programmable SMS'.
 - Provide a name (e.g., -Txt2Dispatch).
 - Skip adding teammates.
 - Create a project.
- It starts with a trial account.
- Select Get Started
- To send or receive SMS requires a Twilio phone number. Click on Get a number.
- From the same session, use the following link to check the phone number configuration <u>https://www.twilio.com/console/phone-numbers/incoming</u>
- The Twilio phone number is used by CAD to send the SMS as a FROM phone number.
- To receive the SMS, set the Webhook to the following link: http://txt2dispatchsmssvc.azurewebsites.net/Sms
- From the main dashboard, Account SID and Auth Token are required to send the SMS.
- Go to Billing section and set up the payment method to ensure uninterrupted service.
- To complete Text2Dispatch setup, contact ProPhoenix Customer Support for details on enabling the Text2Dispatch interface within CAD.

ProPhoenix Responsibilities:

ProPhoenix will configure the Text2Dispatch interface and test it to insure it is working properly. ProPhoenix will train appropriate customer personnel to properly use the interface.

Duration:

1 week from completion of Pre-Requisites

Prerequisites:

Customer must create the account as mentioned about.

Deliverable:

Text2Dispatch Interface

Task Completion Criteria:

Text2Dispatch interface tested and working from CAD.

Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)

Overview:

ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)

Customer Responsibilities:

Customer to make GIS server available for ProPhoenix to pull data. Customer to provide URL weblinks for various map layers they wish to be visible in ProPhoenix.

Appropriate Customer staff to participate in training.

Customer to test interface.

ProPhoenix Responsibilities:

ProPhoenix to license and install ESRI interface.

ProPhoenix will setup and configure:

- **Geo Configuration module**: This module builds a configuration XML file where ESRI Geodatabase Spatial columns/fields as source are mapped with the Phoenix database table columns as destinations.
- **Geo Conversion module**: This module will read all the source and destination table columns of mapping information from the Geo Configuration XML file and update the Phoenix Database.

Duration:

4 weeks

Prerequisites:

- ArcGIS Server
- ArcGIS Desktop 10.6: Required to publish Web Map Service and Base map Services

Deliverable:

ESRI Interface Bundle

Task Completion Criteria:

- Auto update new Addresses from ESRI into Phoenix
- CAD and WDA will use ESRI map in place of a 3rd party mapping product.
- RMS: ESRI map is used any place we show map such as Geo Analysis, AVL Replay, Master name etc)
- RMS: ESRI layers can be pulled into RMS directly from ESRI which avoids duplicate layer creation in Phoenix

Interface - Florida e-UTC citation

Interface - Florida e-crash reporting

Interface - RapidSOS CAD Interface

Overview:

Interface - RapidSOS E911 CAD Interface

- RapidSOS Data available only from 911 Call, Data can be access within 30 minutes of the call.
- Phone number should be available in their Boundary (Geo Fence).
- RapidSOS interface only provides data permitted through their API, other details may be available through their portal.

Customer Responsibilities:

Customer will need to contact RapidSOS to get their approval. Customer to enable URLs to be accessible from Client Machines and CAD server. Also, portals will need to be enabled in the firewall.

ProPhoenix Responsibilities:

ProPhoenix will license and install the RapidSOS interface

Duration:

2 Weeks

Prerequisites:

Enable the following URLS for the CAD server for Production: https://api.rapidsos.com/v1/rsos/location/?caller_id=1 https://api.rapidsos.com/v2/emergency-data?caller_id=1

Enable the following URLS for Client machines for Production: https://rapidsosportal.com/query-interface?caller_id=1 https://rapidsosportal.com/query-interface?data=true&caller_id=1

Enable the following URLS for the CAD server for Testing: https://api-sandbox.rapidsos.com/v1/rsos/location/?caller_id=1 https://api-sandbox.rapidsos.com/v2/emergency-data?caller_id=1

Enable the following URLS for Client machines for Testing: https://sandbox.rapidsosportal.com/query-interface?caller_id=1 https://sandbox.rapidsosportal.com/query-interface?data=true&caller_id=1

Enable Portals through firewall:

*.rapidsosportal.com rapidsosportal.com rapidlite.com rapidlite.rapidsos.com api.rapidsos.com api.rapidsos.com/v1/rsos/location api.rapidsos.com/v1/hermes/subscribe api.rapidsos.com/v1/events cdn.rapidsos.com google.com (optional, in order to provide reverse geocoding) Maps.googleapis.com googleapi.com cdn.ravenis.com cdn.apple-mapkit.com google.com/recaptcha/api.js google-analytics.com googletagmanager.com *.digicert.com (Digicert is our SSL certificate provider) crl3.digicert.com crl4.digicert.com ocsp.digicert.com

Deliverable:

Rapid SOS interface

Task Completion Criteria:

RapidSOS interface will provide all data available through their approved API.

Note - Additional data found on the RapidSOS portal may not be permitted through the API

Interface - LInX/D-DEx

Interface - CAD to ESO FireHouse RMS

Service Description:

Export CAD Fire Call data to a file for import into FireHouse Fire RMS software.

Description:

Phoenix interfaces with many common hardware devices and software packages, allowing public safety agencies to integrate their workflow through Phoenix and leverage cost savings by working with many commercial, off the shelf, hardware devices.

ProPhoenix's Responsibilities:

- Advise customer as to which hardware devices integrate most efficiently with the Phoenix software.
- Install and configure each purchased interfaces.
- Verify the interface functionality

Customer's Responsibilities:

- Provide access to the communication mechanism for hardware and software interfaces.
- Verify the accuracy of the information exchange between Phoenix and the interfaced component.

Result: Installation and successful

Installation and successful implementation.

Interface - Priority Dispatch Pro QA Bundle for Fire and EMS

Interface - Florida DAVID (Driver and Vehicle Information Database)

Phoenix Live Stream to Dispatch

LiveStream to dispatch interface uses third party company Live Switch (https://www.liveswitch.io/) for all video streaming and recording and Twilio for sending text messages. Annual subscription cost is based on average number of 911 calls received by the dispatch so the amount will be subject to revision annually. Phoenix Text2Dispatch is required for Live Stream interface. Average streaming resolution is 720. Call lengths are limited to roughly 60 minutes w/5 users.

Video will be recorded in the cloud which is managed by Live Switch subject to their terms and conditions. Video URL is made available as part of the call for play back.

Interface - Priority Dispatch Pro QA (LAW)

Interface - Key Global Information Sharing

Service Description:

KGIS.Net interface provides the access to share certain information securely among other Phoenix users without duplicating the data (including index replication). Customer will have to open read-only access to Key Power KGIS Server. Customer has the option to limit the amount of detail information that can be shared. Data communication is based on GJXML schema.

Interface - Florida e-Citation writer

FLtraffic citation form generation, RMS population, and electronic submission to the State of Florida (if available). Customer must assist with submission testing and data certification with the state. There is NO per ticket fee association with our interface. Included with this feature is the decoding software bundle required to auto populate (from the Drivers Licesne) the data fields in the citation. This software bundle works with the e-seek M260 DL swipper. Also included in this bundle is the ability to print the citation to an in vehicle printer.

Interface - FUSUS

- Interface Axon Body Camera Video
- Interface Phoenix CAD to Emergency Reporting RMS
- Interface RMS to Tyler Navigator
- Interface DataWorks Rapid ID
- Interface Phoenix CAD to StreetWise Fire Data Export
- interface Vesta 911
- Interface NCIC Server TCP/IP (Entries and Queries)

Interface-Bi Directional to Okaloosa County CJIS Informational Portal

<u>Citizen Services</u> Citizen Services (Crime View) - Annual Subscription

ProPhoenix will configure the Citizen Services website and associated RMS configurations to allow the public to access the website to perform various online reporting functions.

Citizen Services - Initiation and Setup - Multi Juris Agency

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions. Each identified agency will have its own site.

Custom Job

Custom Reports - SSRS Police Management

Installation Installation - Google Map Setup and Configuration

Installation - LInX Set Up, Configuration and Training

Power BI Configuration for SQL Enterprise or Standard

Overview:

Customer Responsibilities:

ProPhoenix Responsibilities:

Duration:

Prerequisites:

Deliverable:

Task Completion Criteria:

Conversion Data Conversion - SmartCOP

Conversion - Docuware Documents to Prophoneix

Populate Geo (Address)

Overview:

Populate Geo (Address)

Customer Responsibilities:

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or we will purchase the address only data from online sources. ProPhoenix is not able to purchase common names or intersections from third party sources, only premise information including apartments.

If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in Google Map applications and will generate a report of all the addresses not found in these programs. Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data. Customer is also responsible for verifying data once inserted into the Live/Production database.

Customer must provide a list of Zip Codes for addresses within their jurisdiction.

ProPhoenix Responsibilities:

If customer is unable to provide good premise information, ProPhoenix will purchase postal premise location with Latitude and Longitude for the zip codes within their jurisdiction. ProPhoenix will place them in the ProPhoenix GEO spreadsheet and provide it to the customer to add intersections and Common names.

If the customer has their own GEO data, the must place it in the GEO Spreadsheet provided by ProPhoenix following instructions ProPhoenix will provide. Once completed, the customer will provide that Spreadsheet to ProPhoenix for error checking and insertion into the training database.

Once GEO is approved by the customer, the GEO will be inserted into their live database.

Duration:

1 to 2 months depending on how fast the customer can complete their tasks.

Prerequisites:

Customer provides a list of Zip Codes within their jurisdiction.

Deliverable:

GEO inserted into customer system.

Task Completion Criteria:

GEO has been signed off by the customer and is inserted in both live and training databases.

Data Conversion - IA Pro

Conversion - packTrack k9 to ProPhoenix RMS K9

Data Conversion - Crash Reports

Training Training - On-Site Post Go Live

<u>Overview</u>

ProPhoenix will work along with O'Fallon Police Department specifically to determent what modules they wish to Receive training on for implementing. Examples: Alarms, Training, Case Management, Details Worked Billing etc.

Customer responsibility:

Customer Project Manager will be responsible for the following:

Scheduling appropriate resources

Ensuring participation of attendees

Reviewing any documentation provided by ProPhoenix.

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Completing any documentation provided by ProPhoenix

Suitable classroom space, with a workstation and projector available for the instructor.

No more than two (2) students per workstation.

No more than 12 students per class.

All students attending should be dedicated to the entire training session, not assigned other duties

ProPhoenix recommends students bring a notebook and a pen.

ProPhoenix Responsibility:

Provide Agenda for any courses that the customers select to have training on.

Duration:

At the discretion of the customer no less than 3 days onsite or more than 5 days.

Prerequisites:

Prior to starting this task, ProPhoenix will develop a schedule with the Customer's Project Manager.

Deliverable:

At the conclusion of this course customer will be proficient in Entry, Searches, Printing, and use the module(s) they trained on etc.

Task Completion Criteria:

The task will be considered complete when the Customer will be able to perform their daily responsibilities.

Training - On-Site Train the Trainer

Overview:

_

The Police RMS/CAD/WDA Train the Trainer training class is designed to provide users the knowledge and guidance necessary to effectively perform their Police/Communications duties. The focus of training will include but not be limited to Global Skills: Name Entry/Update, Vehicle Entry/Update, Search screen Skills; Specific Skills: Arrest Entry, Report Writing, Property Entry, Citation Entry, Warrant Entry, Call Take, Call Dispatch, WDA etc. The expectation is that attendees will gain appropriate knowledge to train all end users in their respective agency.

Customer responsibility:

-

Suitable classroom space, with a workstation and projector available for the

instructor.

No more than two (2) students per workstation.

No more than 12 students per class.

All students attending should be dedicated to the entire training session, not

assigned other duties.

ProPhoenix recommends students bring a notebook and a pen.

ProPhoenix Responsibility:

-

Conduct Complete Overview of ProPhoenix Software Application.

Provide Agenda for the 5-day course which includes: Introduction to Phoenix - Overview of RMS product, including Modules, CAD/WDA, KGIS, CRM and others.

Police RMS, including Username / Log Out, User Preferences, Contacts & Phone Books, My Documents, Activity Log, Arrest Entry and others.

Initiating a Report (Home Module), Initiating a Report (Records Module), Report Completion and others.

Report Writing including Names, Vehicles, Suspects, Short Summary, Narrative, Property Entry, Report approval.

Duration: Train the Trainer 5 Days course.

Prerequisites:

Students should give their full attention to the class and not be permitted to use

personnel devices for email or texting.

Workstations are preconfigured with applications/icons available on the desktop. Students should be able to log onto Windows

Username and password tested

Necessary Windows privileges/security assigned

Students should be able to log onto ProPhoenix

Username and password tested

Necessary roles assigned

RMS workstations should be configured with:

High-speed internet access

Screen: 21-inch, with resolution of 1366 X 768 minimum

Windows 10 or greater with MS Edge or Chrome

Minimum of 6 GB of RAM

Microsoft .NET Framework 4.5.1 (if using CAD/WDA)

Deliverable:

At the conclusion of this task Customer's Trainers will easily familiarize/ teach agency users with the RMS Screens, Intuitive User Interface, and workflow.

(All modules).

Task Completion Criteria

The task will be considered complete when Customer confirms that Police RMS System Train the Trainer provided the knowledge and guidance necessary to effectively perform users' administrative duties related to configuring and maturing their system to best fit the needs of their agency.

The expectation is: the Resources/ Trainers being trained can easily apply their knowledge to train other users on ProPhoenix RMS product and easily familiarize agency users with the

RMS Screens, Intuitive User Interface, and easy workflow

Training - On-Site System Administrator Training

Overview:

The Police RMS System Admin training class is designed to provide users the knowledge and guidance necessary to effectively perform their administrative duties related to setup, configuring, maturing and maintaining, their system to best fit the needs of their agency.

The expectation is the user being trained has general computer skills and can easily apply their knowledge to ProPhoenix RMS and easily familiarize themselves with the RMS Screens, Intuitive User Interface, and easy workflow.

Customer responsibility:

Suitable classroom space, with a workstation and projector available for the

instructor.

No more than two (2) students per workstation.

No more than 12 students per class.

All students attending should be dedicated to the entire training session, not

assigned other duties

ProPhoenix recommends students bring a notebook and a pen.

ProPhoenix Sys Admin Training Class Outline.

ProPhoenix Sys Admin Student Workbook

Students should also print a copy of the Sys Admin Workbook for each attendee to be used during training.

ProPhoenix Responsibility:

Conduct Complete Overview of ProPhoenix Software Application.

Go through System Parameters (Live DB) with System Administrators.

Provide CRM access and conduct CRM introduction and usage and Phoenix Documentation download procedures.

Provide Agenda for the 5-day course which includes:

Police RMS Overview, Global Elements & Screen Layout, My Home, Modules (Overview).

Initial Login, Settings Module: Roles, Login Page, Settings Module.

Training Module, Settings Module, Inventory & Fleet Module, Settings Module.

Settings Module, GEO Module, Settings Module, Police Unit Recommendation Setup, Settings Module..

Settings Module.

Duration:

System Administrator Training 5 Days course.

Prerequisites:

Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.

Each student must have a copy of the training workbooks, if provided for class.

Workstations are preconfigured with applications/icons available on the desktop.

Students should be able to log onto Windows.

Username and password tested

Necessary Windows privileges/security assigned

Students should be able to log onto ProPhoenix (not required for system admin

training).

Username and password tested

Necessary roles assigned

RMS workstations should be configured with:

High-speed internet access

Screen: 21-inch, with resolution of 1366 X 768 minimum

Windows 10 or greater with MS Edge or Chrome

Minimum of 6 GB of RAM

Microsoft .NET Framework 4.5.1 (if using CAD/WDA)

Deliverable:

At the conclusion of this task System Parameter Reviewed (All modules).

Reviewed information Gathering Spreadsheets.

Verified data in application.

Task Completion Criteria

The task will be considered complete when Customer confirms that Police RMS System Admin training provided the knowledge and guidance necessary to effectively perform users' administrative duties related to maintaining, configuring, and maturing their system to best fit the needs of their agency.

The expectation is the user being trained can easily apply their knowledge to ProPhoenix RMS and easily familiarize themselves with the RMS Screens, Intuitive User Interface, and easy workflow.

Training - On-Site Go Live Support

Overview:

ProPhoenix will create detailed Playbook/schedule for Go live tasks.

Review the Playbook internally to confirm that all pre-GO LIVE tasks completed.

Review the Playbook with Customer for Go/ No Go LIVE decision.

Playbook will be used the day of GO LIVE and additional GO LIVE days.

Customer responsibility:

Suitable area, with a workstation for the ProPhoenix on-side instructor.

Ensure to have a copy of the Playbook.

Ensure that proper resources from all the departments (CAD, Records, Patrol etc.) available at GO Live time.

ProPhoenix Responsibility:

With Department assistance ProPhoenix personnel will set all the GO LIVE numbers (reference Playbook).

Providing onsite support for the duration of the scheduled Go LIVE Days.

Prerequisites:

All requested GO-LIVE tasks completed (reference Playbook and Project Plan).

Deliverable:

At the conclusion of this task customer will be successfully using Phoenix Software

Training - On-Site Specialized Training Administrators

Overview:

Specialized Admin Training sessions are conducted by ProPhoenix Application Specialist

providing onsite training

for the administrators.

Generally, this session will be for those users that will be administering the application's Coded tables, Charge/Ordinance tables,

Vehicle Make/Model tables.

System Parameters, Personnel Roles etc.

These individuals may not be actual users of the application on a regular basis but have the technical expertise to modify tables,

set roles etc.as well as understand the basic functionality of the software.

Additionally, there should be at least 1 representative of authority from Juris so that they can best make those business

practice decisions based on what is available in setup for their agency.

Customer Responsibilities:

Suitable classroom space, with a workstation and projector available for the

instructor.

No more than two (2) students per workstation.

No more than 12 students per class.

All students attending should be dedicated to the entire training session, not

assigned other duties

ProPhoenix recommends students bring a notebook and a pen.

ProPhoenix Sys Admin Training Class Outline.

ProPhoenix Sys Admin Student Workbook

Students should also print a copy of the Sys Admin Workbook for each attendee to be used during training.

ProPhoenix Responsibility:

Conduct Complete Overview of ProPhoenix Software Application.

Go through System Parameters (Live DB) with System Administrators.

Provide CRM access and conduct CRM introduction and usage and Phoenix Documentation download procedures.

Provide Agenda for the 2-day course which includes:

Police RMS Overview, Global Elements & Screen Layout, My Home, Modules (Overview). Initial Login, Settings Module: Roles, Login Page, Settings Module. Training Module, Settings Module, Inventory & Fleet Module, Settings Module. Settings Module, GEO Module, Settings Module, Police Unit Recommendation Setup, Settings Module. Settings Module.

Duration: On-Site Specialized Training Administrators - 2 Days course.

Prerequisites:

Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.

Each student must have a copy of the training workbooks, if provided for class.

Workstations are preconfigured with applications/icons available on the desktop.

Students should be able to log onto Windows.

Username and password tested

Necessary Windows privileges/security assigned

Students should be able to log onto ProPhoenix (not required for system admin training).

Username and password tested

Necessary roles assigned

RMS workstations should be configured with:

High-speed internet access

Screen: 21-inch, with resolution of 1366 X 768 minimum

Windows 10 or greater with MS Edge or Chrome

Minimum of 6 GB of RAM

Microsoft .NET Framework 4.5.1 (if using CAD/WDA).

Deliverable:

At the conclusion of this task System Parameter Reviewed (All modules).

Verified data in application.

Task Completion Criteria

The task will be considered complete when Customer confirms that Specialized Training Administrators provided

the knowledge and guidance necessary to effectively perform users' administrative duties related to maintaining, configuring,

and maturing their system to best fit the needs of their agency.

Project Management

Project Management and Professional Services

ProPhoenix Project Manager will coordinate with the assigned customer's Project Manager to execute the project. Project life cycle includes:

- Pre-implementation meeting
- Initial project plan development; maintain up-to-date plan
- Project reporting and communication
- Scheduling and resource allocation
- Risk Management and mitigation recommendations
- Co-ordination and controlling of the tasks

Project Management costs do not include onsite management which would require travel and incur travel expenses. All travel expenses are the responsibility of the customer and will be billed upon completion of the onsite trip.

<u>3rd Party Software</u> Google Map Subscription

Mobile App Feature

Mobile App for Scheduling Module (Site License)

Discount Discount - Florida Agency Discount

[ATTACH THE DEFINITIVE PROPOSA

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this <u>31st</u> of <u>August</u>....., 2023 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and the Okaloosa County Sheriff's Office, a County corporation with its principal place of business at 50 2nd St. Shalimar, Florida 32579 ("Licensee").

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

Title: ProPhoenix Software for

Proposal: 22-000148

Date: 08/02/2023

ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

Number of licensed Sites: 1

PAYMENT TERMS:

Payment	When Invoiced	
\$270,373.50	Completion of Initiation Phase	
\$135,186.75	Planning Stage Phase 1 Completed	
\$270,373.50	Implementation Stage Phase I	
\$135,186.75	Implementation Phase Completed	
\$90,245.00	Go Live Ready Phase Completed	
\$901,245.00		
	\$270,373.50 \$135,186.75 \$270,373.50 \$135,186.75 \$135,186.75 \$90,245.00	

Subsequent Year Software and Support Fees begin (1) one year from date shown below REV 01-17-2023 1

Support Year	Annual Support Fee	When Invoiced	
Year 1	\$143,711.10	Waived	
Year 2	\$150,896.66	1 st Anniversary of Software Installation	
Year 3	\$158,441.49	2nd Anniversary of Software Installation	
Year 4	\$166,363.56	3 rd Anniversary of Software Installation	
Year 5	\$174,681.74	4 th Anniversary of Software Installation	
Year 6	\$183,415.83	5 th Anniversary of Software Installation	
Each year thereafter	Limited to 3% maximum increase over prior year's total.		

....

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

PROPHOENIX CORPORATION:

By: Taul me

Name: Paul Hoppe

Title: Vice President

Date: 08/31/2023

CUSTOMER: By:______ Name: Eric Aden, Shevi-Af-

Shen PF. Title:_

1/11/2023 9 Date:

Delivery Address, if different from above:

TERMS AND CONDITIONS

PART I. SOFTWARE LICENSE TERMS

Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.

1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

- 1.2 Licensee may:
- A. Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. Use the Software subject to the limitations on the number and type of *Concurrent Users* specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

- **1.3** Licensee may not:
- A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. License, sell, rent, lend, sublicense or lease the Software or Documentation to, or permit the use of the Software by

or for the primary benefit of, any third party.

- C. Modify or attempt to modify the Software or any part of it.
- D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E. Copy any part of the Software or Documentation unless this Agreement permits it.
- F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the *Third Party Software*.
- G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its *Third-Party Software Providers* (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 SERVICES. Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's standard rates in effect at the time. If on-site services (or training anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable

travel expenses.

PART II. SUPPORT AND MAINTENANCE TERMS

3.0 SOFTWARE SUPPORT

3.1 During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

- A. Enhancements and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.
- B. Telephone, online and e-mail consultation services, for up to one *Support Environment* including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for *Critical Errors* will be available at all other times.
- C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <u>http://support.prophoenix.com</u>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

3.2 ProPhoenix will use reasonable efforts to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any *Critical Errors*, within two (2) business hours for any *High Errors* and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an *Error Correction* designed to solve or bypass a reported *Error*. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for *Critical or High Errors*: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

3.3 Requests for non-critical support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

3.4 Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by

Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES

4.1 ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

4.2 ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

- **4.3** Licensee will be responsible for the following:
- A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation, and Licensee always remains responsible for setting up and configuring its secure connections among hardware and software components, at its own expense, to satisfy Licensee's particular security requirements.
- B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E. All maintenance and support of any network linked to the CPU containing the Software.
- F. If license is for multi-jurisdictional use, the Licensee is responsible to provide the initial first line support and enter each electronic CRM work request for all participating agencies in the multi- jurisdictional installation.

4.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on renegotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

4.5 In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

4.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software, provided, however, that if installation of the new version requires Licensee to pay a new purchase price, Licensee may choose not to purchase the new version and shall receive support through the end of the current Software Support period. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

4.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

4.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

4.9 Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

PART III. PAYMENT AND OTHER GENERAL TERMS

5.0 FEES AND INVOICES

5.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

5.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

5.3 All invoices are due and payable in US dollars upon receipt. Late payment charges will be imposed at the rate of 1.5% per month, including any fees overdue for an increase in the number of Concurrent Users.

5.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

5.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

5.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. In addition, the costs of Third Party Software may increase outside the control of ProPhoenix; if this occurs, ProPhoenix will invoice Customer for such increase. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

6.0 TERM

Software Support may be terminated by either party after a 12month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

7.0 TERMINATION

7.1 This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

7.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty-five (45) business days after receipt of detailed and specific written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s)) immediately upon delivery of the written notice of termination to the defaulting party.

7.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

8.0 ASSIGNMENT

8.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

9.0 WARRANTY AND INDEMNITY

9.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access

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to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

10.0 LIMITATIONS

10.1 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR EXPRESSLY EXCLUDES IMPLIED. PROPHOENIX ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WITH THE WAY CONNECTED SOFTWARE, THIS AGREEMENT. SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT OPTION, PROPHOENIX'S REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT TO, NOT LIMITED LOST PROFITS. BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF FOR INCIDENTAL OR LIABILITY CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

11.0 CONFIDENTIALITY

Each party agrees to treat as confidential and not to 11.1 disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

11.2 Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges

and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

11.3 ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

11.4 Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

12.0 GENERAL

12.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except that the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

12.2 This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, excluding its principles relating to conflicts of laws.

12.3 Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of Florida. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes

prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

12.4 Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

12.5. Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

12.6 No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

12.7 The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

12.8 After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

12.9 No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or

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military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

ELECTRONIC SOFTWARE DELIVERY. With respect 12.10 to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via Licensee acknowledge that, despite such efforts by ESD. ProPhoenix to effect a secure file transfer, including using a nonpublic server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

13.0 SOURCE CODE ESCROW OPTION

13.1 If desired by Licensee, ProPhoenix will deposit the *Source Code* for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

13.2. In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

13.3. In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that

the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

14.0 DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at <u>www.prophoenix.com</u>, as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting

in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix–Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

[ATTACH THE DEFINITIVE PROPOSA

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this <u>13th</u> of June, 2022 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and the County of Victoria, a municipal corporation with its principal place of business at 101 N Glass St Victoria, TX 77901("Licensee").

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

Title: ProPhoenix Software for CAD, WDA Mobile, RMS and CMS.

Proposal #: 18-000023

Date: June 06, 2022

ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

Number of licensed Sites: 1

PAYMENT TERMS:

Payment Milestones	Payment		When Invoiced
1. Project Initiation	\$	225,000.00	Completion of Initiation Phase
2. Project Planning	\$	60,615.83	Planning Stage Phase 1 Completed
3. Implementation Phase	\$	240,079.17	Implementation Stage Phase I
4. Completion of Tyler Court Interface and Go Live Ready	\$	47,000.00	Interface Development Complete and Accepted, and Go Live Ready Phase is Completed
Total	\$	572,695.00	

Subsequent Year Software and Support Fees begin (1) one year from date shown below

Support Year	Annual Support Fee	When Invoiced
Year 1	Included in Purchase Price	
Year 2	\$ 108,539.55	1 st Anniversary of Installation
Year 3	\$ 113,966.53	2 nd Anniversary of Installation
Year 4	\$ 119,664.85	3 rd Anniversary of Installation
Year 5	\$ 125,648.10	4 th Anniversary of Installation
Year 6	\$ 131,930.50	5 th Anniversary of Installation
Each year thereafter	Limited to 3% maximum increase over prior year's total.	Each Anniversary Date of Contract Signing

...

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

PROPHOENIX CORPORATION:

By:

Name: Jeffrey Reit

Title: Executive Vice President

Date: June 08, 2022

CUSTOMER:

By: Name: Ben Zeller

Title: Victoria County Judge

Date: 06-13-2022

Delivery Address, if different from above:

TERMS AND CONDITIONS

PART I. SOFTWARE LICENSE TERMS

Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.

1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

- 1.2 Licensee may:
- A. Install the Software on a single Server (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. Use the Software subject to the limitations on the number and type of *Concurrent Users* specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

- 1.3 Licensee may not:
- A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. License, sell, rent, lend, sublicense or lease the Software

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or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

- C. Modify or attempt to modify the Software or any part of it.
- D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E. Copy any part of the Software or Documentation unless this Agreement permits it.
- F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the *Third Party Software.*
- G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its *Third-Party Software Providers* (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 RESERVED.

PART II. SUPPORT AND MAINTENANCE TERMS

3.0 SOFTWARE SUPPORT

3.1 During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

A. Enhancements and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.

- B. Telephone, online and e-mail consultation services, for up to one Support Environment including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for Critical Errors will be available at all other times.
- C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <u>http://support.prophoenix.com</u>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

3.2 ProPhoenix will use best efforts to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any *Critical Errors*, within two (2) business hours for any *High Errors* and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an *Error Correction* designed to solve or bypass a reported *Error*. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for *Critical or High Errors*: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

3.3 Requests for non-critical support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

3.4 Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES

4.1 ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

4.2 ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

4.3 Licensee will be responsible for the following:

- A. Installing the Software as well as any Enhancements to the Software, <u>unless Licensee has retained ProPhoenix to</u> <u>complete the installation</u>. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation, and Licensee always remains responsible for setting up and configuring its secure connections among hardware and software components, at its own expense, to satisfy Licensee's particular security requirements.
- B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E. All maintenance and support of any network linked to the CPU containing the Software.
- F. If license is for multi-jurisdictional use, the Licensee is responsible to provide the initial first line support and enter each electronic CRM work request for all participating agencies in the multi-jurisdictional installation.

4.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on renegotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

4.5 [Reserved]

4.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software.

ProPhoenix will not support obsolete versions of the Software, provided, however, that if installation of the new version requires Licensee to pay a new purchase price, Licensee may choose not to purchase the new version and shall receive support through the end of the current Software Support period. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

4.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

4.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

PART III. PAYMENT AND OTHER GENERAL TERMS

5.0 FEES AND INVOICES

5.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

5.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

5.3 [Reserved]

5.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

5.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

5.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. In addition, the costs of Third Party Software may increase outside the control of ProPhoenix; if this occurs, ProPhoenix will invoice Customer for such increase. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

6.0 TERM

Software Support may be terminated by either party after a 12month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

7.0 TERMINATION

7.1 This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

7.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty-five (45) business days after receipt of detailed and specific written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s)) immediately upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:

- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

7.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of

a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

8.0 ASSIGNMENT

8.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

9.0 WARRANTY AND INDEMNITY

9.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. In the event ProPhoenix is unable to correct any material failure of the software within 45 business days of notice from Licensee, Licensee at its option, may terminate this Agreement and ProPhoenix will refund the remainder of the amounts paid for such license using straight line depreciation based upon a 5 year useful life. This warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix

in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

10.0 LIMITATIONS

OTHER THAN THE WARRANTIES EXPRESSLY 10.1 STATED IN THIS AGREEMENT, PROPHOENIX NEITHER ANY WARRANTIES, MAKES NOR GRANTS REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL REPRESENTATIONS IMPLIED WARRANTIES, OF MERCHANTABILITY, **MERCHANTABLE** QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION. REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED ΒY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE SPECIAL, OR

CONSEQUENTIAL DAMAGES HEREUNDER. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

11.0 CONFIDENTIALITY

Each party agrees to treat as confidential and not to 11.1 disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

11.2 Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions. improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

11.3 ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

11.4 Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

12.0 GENERAL

12.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except that the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

12.2 This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, excluding its principles relating to conflicts of laws.

12.3 Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of Texas. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within twenty (20) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following twenty 20) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

12.4 Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North

Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

12.5. Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

12.6 No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

12.7 The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

12.8 After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

12.9 No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

ELECTRONIC SOFTWARE DELIVERY. With respect 12.10 to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via Licensee acknowledge that, despite such efforts by ESD | ProPhoenix to effect a secure file transfer, including using a nonpublic server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

13.0 SOURCE CODE ESCROW OPTION

13.1 If desired by Licensee, ProPhoenix will deposit the **Source Code** for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and

release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

13.2. In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

13.3. In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

14.0 DEFINITIONS. For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software

production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at <u>www.prophoenix.com</u>, as may be modified from time to time by ProPhoenix as permitted by this Agreement Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix–Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

APPENDIX A

[ATTACH THE DEFINITIVE PROPOSAL]

REQUEST FOR PROPOSAL

PUBLIC SAFETY SOFTWARE SYSTEM

Proposal # 202201VCSORFP

1. PROJECT OVERVIEW

The Victoria County Sheriff's Office is requesting proposals from qualified Vendors to provide a Public Safety Software System as detailed in the following pages. The services requested are intended to provide a software solution that meets the needs of the law enforcement and correctional facilities within the Victoria County Sheriff's Office for dispatching incidents, maintaining records (both incident and administrative) and the ability for law enforcement to query and enter reports in the field through mobile computers. Installation, appropriate levels of training and conversion of existing data are requirements along with the attached list of general system expectations due to the level of technology currently available within our industry.

2. BACKGROUND INFORMATION

Victoria County Texas is a county located in the Coastal Bend region of Texas. The Victoria County Sheriff's Office serves a county of approximately 92,045 people. The department has 203 full-time employees, including 111 sworn full-time officers, 65 full-time jailers and 8 Telecommunications Officers. The following tables depict

2.1 AGENCY DEPARTMENT DATA

The following tables provides specific information about the Victoria County Sheriff's Office and the community served:

Description	Details
Population Served	92,045
Number of sworn officers	111
Number of non-sworn employees	92
Number of local agencies hosted	1
Number of system users (sworn + non-sworn + other county offices)	452
Number of jail beds	520
Number of full dispatch stations	4
Number of dispatchers typically working per shift	2

Description	Details
Number of agencies dispatched	1
Number of fire agencies dispatched	0
Number of EMS units dispatched	0
Community tow trucks on call rotation	
Number of units on-duty per shift	12
Number of RMS data entry stations	200+
Number of MDT units	56
Approximate number of calls for service per year (2020/2021)	34,292 / 29713
Approximate number of reports per year (2020/2021)	3,819 / 4,130
Approximate number of arrests added in jail booking each year (2020/2021)	3,797 / 3,986
Approximate number of jail bookings each year (2020/2021)	3,294 / 3,482
Approximate number of field interviews per year (2020/2021)	1,599 / 4,695
Approximate number of evidence items booked each year (2020/2021)	663 / 658
Approximate number of traffic citations per year (2020/2021)	3,790 / 3,007
Approximate number of traffic warnings per year (2020/2021)	3,071 / 2,807

2.2 CURRENT OPERATIONAL ENVIROMENT

The following table provides specific information about software and hardware utilized by the Victoria County Sheriff's Office:

System Component	System Vendor
CAD System software	Southern Software
RMS software	Southern Software
JMS software	Southern Software
MDC System software	Southern Software
Evidence Software	Southern Software
Traffic/Citations/Warnings software	Southern Software
Crime Analysis software	Southern Software
CAD System/Crime Analysis mapping software	Southern Software
Imaging capturing system – mug shots	Southern Software
Imaging capturing system – property	Southern Software
Imaging capturing system – bookings	Southern Software
Imaging capturing system – documents	Southern Software
Imaging capturing system – videos	Southern Software
Field-Based Reporting software	Southern Software
Incident Reporting software	Southern Software
Equipment, property tracking	LEA Technologies
Fleet Management	LEA Technologies
Training Records	LEA Technologies
Internal Affairs Investigations	LEA Technologies
Quartermaster Software	LEA Technologies
Radio Product	Motorola
Mobile Hardware	Panasonic Toughpads
Fingerprint Live Scan	Identixx
Civil Process	Tyler Technologies, Southern Software
911 call recording	Higher Ground

Paging	Page-Gate, Southern Software
Commissary	Correct Commissary
Patrol Video	Panasonic Arbitrator
Inmate Phone	

3. INSTRUCTIONS TO VENDORS

3.1. VENDOR QUESTIONS

Vendors are reminded to examine carefully this Request-For-Proposal (RFP) upon receipt. Vendors should make a written request to <u>202201VCSORFP@vctx.org</u> by

Requests for changes received after that time will not be considered. If the request for change is granted, an addendum will be sent to all prospective vendors and if necessary, an extension may be made to the proposal opening date.

3.2. PROPRIETARY INFORMATION

Any information held to be proprietary by a vendor must be plainly marked as such and may not include overall pricing.

3.3. VISITATION OF SITE

The Victoria County Sheriff's Office will not be conducting on site visits or demonstrations until after RFP responses have been evaluated.

3.4. SIGNING OF PROPOSALS

All proposals must be signed by the individual or firm making the offer. If it is a partnership, at least one of the partners must sign; if it is a corporation, at least one of the officers thereof must sign; if it is a person doing business under an assumed name, a statement must be included that says a certificate for doing business as such has been duly filed according to law.

3.5. SUBMISSION OF PROPOSAL

The original document plus 5 copies should be clearly marked with the proposal # and submitting Vendor contact information.

Proposals shall be received by:

John A. Johnston, PE, Victoria County Engineer,

115 N. Bridge, Room 127 Victoria, Texas, 77901 Until 2:00 PM, Thursday, February 24, 2022

The outside of the envelope shall be plainly marked: 'Victoria County Sheriff's Office Public Safety Software Project' Attn: John A. Johnston, PE, Victoria County Engineer

3.6. COMPLETENESS

All information required by the RFP must be supplied to constitute a complete, regular proposal. Failure to meet any requirements listed in Section 5. SCOPE OF SERVICES and Section 6. TECHNICAL REQUIREMENTS of this proposal may be cause for disqualification of the proposal.

Worksheets must be typewritten or printed in ink. Proposals written in pencil or on a form other than the attached worksheets will be rejected. Failure to meet any requirements listed in this RFP may be cause for disqualification of the proposal.

Corrections or erasures must be signed by the vendor adjacent to the correction or erasure; if left unsigned, it may cause rejection of the proposal. Modifications cannot be made to a proposal once it is submitted except in response to a Victoria County Sheriff's Office initiated change in specifications or when authorized in writing.

3.7. ADDITIONAL DATA WITH PROPOSALS

Vendors may submit with their proposal, additional data and information, on the firm's letterhead only, deemed advantageous to the Victoria County Sheriff's Office. Consideration of such data and information is to be held optional by the Victoria County Sheriff's Office.

3.8. ADDENDA

The Victoria County Sheriff's Office reserves the right to issue addenda up to one (1) week before the proposal due date as needed for clarification or corrections. Vendors must acknowledge receipt of any addenda issued in regard to this Request for Proposal.

3.9. INCURRED COSTS

The Victoria County Sheriff's Office shall not be responsible for any costs associated with preparing responses to the RFP.

3.10. LATE PROPOSALS

Formal proposals, amendments thereto, or requests for withdrawal of proposals received by the Victoria County Sheriff's Office after the time specified for proposal opening will not be considered. Any late proposals shall be returned to the submitting vendor unopened.

3.11. PROPOSALS BINDING 180 DAYS

Unless otherwise specified, all formal proposals submitted shall be binding for one hundred eighty (180) calendar days following the proposal opening-date.

3.12. WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Victoria County Sheriff's Office prior to the specified time of opening.

3.13. CONDITIONAL PROPOSALS

Qualified proposals are subject to rejection in whole or in part.

4. TERMS AND CONDITIONS

4.1. AGREEMENT

Any Agreement awarded as a result of this RFP process shall include this RFP, its attachments, schedules, and the Vendor's response including all promises, warranties, commitments, and representations made in the successful proposal. The Vendor response to the RFP shall be binding and incorporated by reference in the Victoria County Sheriff's Office Agreement with the Vendor and shall constitute the entire Agreement between Vendor and the Victoria County Sheriff's Office. Where there are conflicts between these documents, the controlling document will first be the Agreement, then the RFP, and finally the Proposal. The Agreement shall supersede any other oral or written representation between the Victoria County Sheriff's Office and Vendor.

The Victoria County Sheriff's Office shall select a vendor on the premise of developing a long term partnership.

4.2. TERMINATION

If the successful service provider is unable to provide the required quality or quantity of services, the service provider shall immediately notify the Victoria County Sheriff's Office. Based on the information available, the Victoria County Sheriff's Office will determine if the agreement needs to be amended or canceled.

4.3. JOINT PROPOSALS

In the event of a joint proposal submitted by multiple vendors (which includes those using subcontractors), the proposal must name a prime vendor. The prime vendor will be responsible for contract performance, project management, quality of work, and the scheduling and performance of all subcontractors or other vendors. The prime vendor shall also be responsible for coordinating the maintenance agreement. All invoices shall be received from and paid to the prime vendor.

4.4. EVENT PROGRESSION

The Victoria County Sheriff's Office timeline includes the following major events:

a) Release of Request for Proposal	01/24/2022
b) Questions submitted in writing	02/07/2022
c) Addendum in response to questions	02/14/2022
d) Public opening of Request for Proposals	02/24/2022
e) Invited vendor demonstrations completed	As Needed
 f) Evaluation committee makes recommendation 	Upon Completion

The timeline is subject to change as circumstances dictate. Vendors must use this timeline as a guide when proposing implementation schedules.

Any requested delays to the schedule items b - d must be approved in advance by the Evaluation committee.

4.5. INSTALLATION

The Victoria County Sheriff's Office expects the Vendor to provide planning, configuration, data conversion, initialization, testing, documentation and training necessary to install the system and move it into fully operational status. The Vendor's implementation plan will outline the steps, precautions and procedures that will be used to accomplish this goal. The County expects to use and maintain existing systems until the new application is fully installed, initialized, tested, accepted and users are trained.

4.6. INSURANCE

The vendor selected to provide a system to the Victoria County Sheriff's Office will be required to furnish certificates of general liability and product liability insurance. Subcontractors are also required to show proof of insurance.

Successful respondent shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the agreement, issued by a company or companies authorized to do business in the State of Texas and satisfactory to the Victoria County Sheriff's Office. Such insurance shall be primary. Prior to execution of the written agreement, the successful respondent shall furnish the Victoria County Sheriff's Office with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the agreement and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the agreement.

The minimum requirements are:

Worker's Compensation and Employer' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Service Provider shall require subcontractors not protected under its insurance to take out and maintain such insurance. Commercial General Liability Insurance (including errors and omissions) – Policy shall provide coverage for premises and operations, products and completed operations, personal injury and blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limits of liability not less than \$1,000,000 each occurrence and aggregate.

4.7. WARRANTY / MAINTENANCE CONTRACT

4.7.1. Warranty Period:

The length of the initial warranty period, initial warranty conditions, and postwarranty maintenance contract provisions will be a significant consideration in the solution selection process. The warranty period for the system software and hardware, if provided, must be a minimum of one year, to begin on the date of final acceptance.

4.7.2. Enhancement / Upgrades:

Additional enhancements, improvements, modifications, or upgrades of the proposed software that are made after installation must be made available at no extra charge (as long as the proposed system is covered by either the initial warranty or a post-warranty maintenance contract).

4.7.3. Response Time:

In a public safety application, response time by vendor repair personnel is critical; the vendor selected must have sufficient technical staff and the capability to remotely diagnose and repair software and user problems. Vendors must describe their support capabilities and guarantee in writing a maximum of 1 hour response for telephone support, using commercially available means. Release control, and down system response are vital considerations.

4.7.4. Support Capabilities:

The prime vendor is required to describe their support capabilities, including the number of technicians trained and available to respond to support needs for the proposed system. If subcontractor equipment and/or software are included in the proposed solution, the support and response time capabilities of those vendors must also be specified. Vendors must also specify their repair response escalation procedures.

4.8. VENDOR QUALIFICATIONS

Demonstrated experience in designing, installing, maintaining and training people in the operation of the proposed system is required. Greater weight will be given to vendors who are the manufacturer and/or developer of the software offered. Company size, financial strength and customer support structure will all be evaluated. Vendor reputation for providing a quality product and providing ongoing support for installed systems will be evaluated.

4.9. PRICING QUOTE

The vendor is responsible for listing all features that have special or unique pricing decisions. The vendor is responsible for gathering as much information as necessary to make an accurate and firm price, except in the case of a price reduction, changes will not be considered. Quoted prices must be valid for a minimum of 180 days following the proposal submission.

If the software is not remote hosted, the price should include installation and all required configuration to be implemented and operational in our environment.

4.10. SUBCONTRACTORS

Use of subcontractors by the prime vendor is permissible.

4.11. INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this agreement; that employees of the vendor are not nor shall be deemed employees of the Victoria County Sheriff's Office; and, that employees of the Victoria County Sheriff's Office are not nor shall be deemed to be employees of the vendor.

4.12. HOLD HARMLESS AGREEMENT

The selected prime vendor and any subcontractors shall defend, indemnify, and hold the Victoria County Sheriff's Office and all participating agencies, their officers, agents, engineers, and/or employees, harmless from all claims of damage due to vendor and/or their subcontractor's negligent acts or omissions related to the vendor's performance of the work.

4.13. VENDOR REQUIREMENTS

- 4.13.1. Prime vendor must name a project manager and the members of the project implementation team (resumes for these key people must be included in the proposal). The selected project manager will also serve as the single point of contact between the Victoria County Sheriff's Office agencies and any subcontractors.
- 4.13.2. Prime vendor shall agree to make available the source code for all proposed vendor software applications to the Victoria County Sheriff's Office via a bona fide escrow company in a mutually acceptable fashion.

4.14. NON-DISCRIMINATION

The successful vendor agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee or an applicant for employment on the basis of age, race, religion, sex, handicap, national origin or ancestry, sexual orientation, marital status, disability or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The vendor agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The successful vendor shall, in all solicitations for employment placed on its behalf or by the employer, state that it is an "Equal Opportunity Employer".

4.15. AFFIRMATIVE ACTION

The Victoria County Sheriff's Office is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts.

5. SCOPE OF SERVICES

5.1. PROJECT MANAGEMENT

Describe in detail the proposed project management plan including the following:

- 1. The implementation steps and time required by each the Victoria County Sheriff's Office and the Contractor for each step.
- 2. Proposed amount of onsite hours including meetings, training, and assistance with configuration.
- 3. Describe the means of tracking and communicating project status.
- 4. Describe expectations of the Victoria County Sheriff's Office in terms of time and resources necessary to meet the implementation steps above.

5.2. TRAINING and SUPPORT

Provide a complete description of your proposal for the following:

- Training time and resources necessary for Systems Administrator.
- Training time and resources necessary for Software Administrator(s).
- Training plan for users in each aspect of the software: CAD, RMS, Mobile.
- All available on-line support as it relates to the proposed application shall be described.
- Schedule of new releases or expected time intervals.

5.3. CONVERSION / IMPLEMENTATION

5.3.1. Data Conversion Plan

The Victoria County Sheriff's Office has existing data from multiple vendor sources that will need to be converted. Vendors must describe how they will convert that existing data and what difficulties/limitations exist. Due to the critical nature of the data conversion the Victoria County Sheriff's Office would prefer a partnership with a vendor that specializes in large scale data migrations. The Victoria County Sheriff's Office expects the Contractor to be responsible for the full conversion of existing data from its current applications within ninety (90) days of cutover. The Victoria County Sheriff's Office will assist in the identification of available data. The application must be able to use accumulated data from the systems currently in place including but not limited to:

- Police incident information
- Names files
- Citations and arrest files
- Booking information
- Property room information

System technical specifications will be distributed to all interested vendors. Vendors must provide the name, address, and phone number of a contact person within their organization so that when modifications to these specifications are made, these individuals can be notified.

5.3.2. Implementation Plan

The implementation phase starts at agreement signing and ends when the system is cut over and operational.

5.4. REQURED INTERFACES

The following software systems are currently utilized in Victoria County and will require an interface to smoothly move data from one system to the other.

Tyler Technologies Odyssey Courts State of Texas, NIBRS, NCIC/CLETS, e-Citation, e-Crash Identix Livescan Motorola 911 Correct Commissary Guard One TX VINE – Victim Notification

6. TECHNICAL REQUIREMENTS

Technical requirements are detailed in EXHIBIT A. Vendors shall use the format provided and add explanation details as necessary.

Vendors shall submit answers to each feature describing how their system meets the requirements of each subject as listed in:

- Specification / General Requirements
- CAD Requirements for Police & Fire
- Records Management System Requirements for Police
- Mobile / Field Report Writing Requirement
- Records Management System Requirements for Fire
- Fire Mobile
- Records Management System Requirements for Corrections/Jail

7. CONTENTS OF PROPOSAL

Interested vendors should include a proposal with their response. Please make the proposal easy to read. Referring the reader to other parts of the proposal should be kept at a minimum. Misrepresentations in these functional descriptions may result in the product being dropped from consideration.

All responses should include the following in order:

7.1. CERTIFICATION OF VENDOR / Signature Page

Authorized signature on the original copy must be signed in blue ink.

7.2. TABLE OF CONTENTS

7.3. EXECUTIVE SUMMARY

No more than three (3) pages in length. It should include a concise overview of how the vendor will implement the proposed system plus the unique features and functions of the system. Specific detail will carry more weight than generic "techno fluff".

7.4. <u>RESPONSE TO TERMS & CONDITIONS</u>

Vendors must agree to the terms and conditions contained in this set of system specifications. Any exceptions to the terms and conditions must be identified. Corporate boilerplate and vague terms such as "vendor complies" or "vendor understands" should be avoided.

7.5. RESPONSE TO SCOPE OF SERVICES

Vendors shall submit responses to all items detailed within section 5. Scope of Services.

- Describe in detail the project management plan.
- Provide a complete description of training and support.
- Submit a proposed work plan, including an implementation time line.

7.6. RESPONSE TO SPECIFICATIONS

Vendors shall submit answers to each feature on Attachment B, System / General Requirements (pages 20-55) describing how their system meets the requirements of that item. Vendors should use the format provided in Attachment B and add explanation details as necessary.

The specifications have been written to describe the desired solution hardware, software and vendor services. Vendor proposals must address each item in those specifications. Vendors are also encouraged to provide information concerning features and/or functions of their product not specifically mentioned in the requirements that would facilitate accomplishment of our objectives. Responses to the specifications must demonstrate that the vendor has a good working knowledge of the specific requirements.

Corporate boilerplate and vague terms such as "vendor complies" or "vendor understands" should be avoided. Product briefs are not an adequate response to the specifications.

8. PROPOSAL EVALUATION

Evaluation of Proposals is anticipated to be completed within thirty (30) to sixty (60) days after the Proposals have been received and dependent upon the numbers of responses received. The Evaluation Committee will review the Proposals on a variety of quantitative and qualitative criteria that best reflect the needs and priorities of the agency. The selected Proposal and vendor will be that which provides the best overall value and most cost-effective approach addressing the stated requirements in this RFP. The lowest price Proposal will not necessarily be selected.

Victoria County reserves the right to reject any or all Proposals or to make no award. Victoria County also reserves the right to require modifications to initial Proposals, make partial awards, and issue subsequent follow-up requests for additional information, including but not limited to, follow-up interviews.

8.1. EVALUATION COMMITTEE

The Victoria County Sheriff's Office will assign key individuals to an Evaluation Committee for the purpose of reviewing all proposals received.

8.2. PROPOSAL EVALUATION

The Evaluation Committee will review all proposals received by the submission deadline. Replies not conforming to the requirements described above in Section 7. CONTENTS OF PROPOSAL shall be rejected.

The Evaluation Committee will evaluate proposals to assess each vendor's ability and qualifications to deliver the desired solution. Vendors whose proposed solutions satisfy the majority of the specifications may be invited to provide additional software demonstrations.

8.3. SCORABLE MANDATORY REQUIREMENTS

Vendors may be invited to demonstrate the proposed product. On-site product demonstrations that are necessary may last several days to accommodate all portions of the proposed system.

8.4. EVALUATION CRITERIA

Evaluation criteria will include (but is not necessarily limited to) the following items (which are not listed in order of priority):

- Interoperability with LAN, mobile data system and other applications
- Police/Fire/EMS dispatch and Police/Fire/Corrections RMS operability as its core function
- Vendor's conceptual understanding of the importance of information sharing
- Compatibility with related hardware and software systems
- Compliance with the terms and conditions specified herein
- Type and thoroughness of training offered
- Vendor corporate structure and financial stability
- Vendor support/service reputation
- System flexibility and extent of user-defined capabilities
- Environmental tolerance
- Quality and amount of documentation
- Installation timeline
- Warranty and post-warranty service conditions/costs
- Data conversion capabilities
- Price considerations

8.5. <u>ERRORS</u>

If an error is made in extending total prices, the unit proposal price will govern. Carelessness in quoting prices or in the preparation of a proposal otherwise, will not relieve the vendor. Erasures in proposals must be explained over the signature of the vendor.

8.6. QUALIFYING VENDORS

Each vendor must score within a 70% competitive range in order to be further considered to provide a pre-audit.

Prior to solicitation and/or awarding of proposal, the Victoria County Sheriff's Office may require details of experience in performance of similar work.

9. AWARD PROCEDURES

9.1. CONDITIONS OF AWARD

The Victoria County Sheriff's Office, through its duly authorized agents reserves the right to reject any or all proposals, to waive all technicalities and to accept the proposal deemed most advantageous to the Victoria County Sheriff's Office. All vendors, by submission of their respective proposals, agree to abide by the rules, regulations, and procedures of the Victoria County Sheriff's Office. An intent to award will not be made and an agreement will not be executed until the Victoria County Sheriff's Office, at its sole discretion, accepts a proposal.

9.2. AWARD

There is no obligation on the part of the Victoria County Sheriff's Office to purchase a new software package. After a prospective vendor is chosen funding will need to be approved by the Victoria County Commissioner's Court prior to the signing of any contract or agreement to purchase.

The vendor who is awarded the agreement for this project will become the prime vendor and will be responsible for all contractual activities offered in the proposal as well as any others agreed to within agreement.

Proposals other than the lowest proposal may be accepted, since such factors as service, reliability, maintenance cost, durability, innovation, functionality, etc. outweigh the consideration of a low proposal in a public safety project.

9.3. **DISQUALIFICATION**

Awards will not be made to any person, firm, or company in default of a contract with the Victoria County Sheriff's Office, or to any vendor having as its sales agent, representative, or any member of the firm, any individual previously in default or guilty of misrepresentation.

9.4. NOTICE OF ACCEPTANCE

The Victoria County Sheriff's Office will notify the selected vendor as soon as practical of the selection. Written notice of award to vendor in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal.

9.5. PROPOSAL RESULTS

Vendors may secure information pertaining to results of the proposals by request to the Victoria County Sheriff's Office, Monday through Friday, between 8:00 a.m. and 5:00 p.m.

CERTIFICATION OF VENDOR SIGNATURE PAGE

PUBLIC SAFETY MANAGEMENT SYSTEM

Proposal # 202201VCSORFP

I fully understand the requirements of the Victoria County Sheriff's Office RFI/RFP and certify on behalf of my company that we can meet the requirements stated within the proposal, on the System /General Requirements Form and per Victoria County Sheriff's Office Specifications.

SIGNATURE:	DATE:
PRINT/TYPE NAME:	
TITLE:	
COMPANY	
COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
· · · · ·	
TELEPHONE #:	FAX #:
E-MAIL ADDRESS:	

AMENDMENT TO SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Amendment (the "Amendment"), effective as of the 22nday of June, 2022 (the "Effective Date"), is made to the Software License and Support Agreement (the "Agreement"), by and between ProPhoenix Corporation, a New Jersey Corporation, with its principal place of business at 502 Pleasant Valley Ave, Moorestown, NJ 08057 (the "Licensor") and the County of Victoria, a municipal corporation with its principal place of business at 101 N Glass St Victoria, TX 77901("Licensee").

WHEREAS, the Licensor and the Licensee, agree to a modification of the "Agreement"

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations contained in the Agreement and in this Amendment, the Licensor and Customer hereby add the following clause (commonly known as a piggy-back clause).

"The provisions of this Contract will be extended to other local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Victoria from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Victoria makes no guarantee of usage by other users of this Contract."

...

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

PROPHOENIX CORPORATION:

CUSTOMER:

Name: Jeffrey Reit

Title: Executive Vice President

Date: June 14, 2022

Bv:

Name:__

Date:

Title:

DEFINITIONS:

PUBLIC SAFETY MANAGEMENT SYSTEM

Proposal # 202201VCSORFP

Patrol Area	Pre-defined geographical area that a police officer(s) has primary responsibility for on a given shift. Included in unit recommendation coding.
PSAP	Public safety answering point.
Servicing Agency	Either police or fire/rescue department with responsibility for responding to incidents.
Servicing Area	Pre-defined geographical area that any agency has primary responsibility for incident response.
Software Administrator	Three to five key personnel from lead agencies to act as contact for Super Users, to interact with Contractor for support issues and software functionality trouble shooting. Would complete training in all aspects of systems maintenance and functionality. Would have responsibility along with Systems Administrator for communicating with Contractor for support and product development issues. Has responsibility for maintaining global coding and parameters.
Super User	Might also be agency contact person. Refers to a contact person within the agency or PSAP that has more security than typical end users. The Super User would be responsible for maintaining local GEO coding, local static codes and parameter settings and user permissions for their agency(ies). Would act as contact for end users within their agency for trouble shooting and training.

Systems Administrator	IT professional(s) given the responsibility for system hardware and software installation, maintenance, back-ups and new release rollouts for entire network. Has technical ability above and beyond Software Administrator and Super Users. Does not generally get involved with software application procedures. May assist Super Users with software functionality trouble-shooting.
STATE System	An NCIC equivalent Supports DOT files criminal history files

STATE System An NCIC equivalent. Supports DOT files, criminal history files, wants, warrants and detainers, person and property files, NCIC, and NLETS.

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Vendors shall submit answers to each feature describing how their system meets the requirements of that item. Vendors should use the format provided and add explanation details as necessary.

The following answer key should be used when responding to the requirements:

- **Y** = Yes, this feature is provided.
- **N** = No, this feature is not provided.
- **U** = User tools within the proposed system can be used to provide this feature.
- **F** = There is a future plan to provide this feature. Responses in this category require an anticipated release date.
- **M** = Modifications to the proposed system would be required at an additional cost. Responses in this category require an estimated cost.

RECORDS MANAGEMENT

GENERAL REQUIREMENTS

Αςςοι	inting	Y	Ν	U	F	Μ	Comments
1	Ability to track expenses across modules						
2	Integrated with Activity Log for recording and processing fees related to an activity						
3	Ability to track balances due and payments made by multiple methods						
4.	Ability to generate receipts to print or email						
5.	Ability to run a report that shows each unpaid invoice for a selected account						
6.	Ability to run end of day report to be included with deposit.						
7.	Ability to print invoices individually or in batch						
8.	Ability for citizens to make payments via web portal						
9.	Maintain transaction history for each registration, business or individual						

Activity Log

Y N U F Μ Comments

1	Ability to track all activity, assigned and unassigned that personnel perform on duty			
2	Ability to schedule and assign tasks such as: court appearances, training, targeted patrol, funeral escorts, etc.			
3	Ability to organize activity for reporting purposes into pre-defined categories, sub-categories and types			
4.	Ability to enter activity on desktops and mobile devices			
5.	Automatic logging of activities that are dispatched or assigned such as routine maintenance of fleet vehicles, training, re-qualifications			
6.	Ability for Supervisors to search any entered data to review assignments			
7.	Ability to run reports regarding personnel productivity for incident and non-incident activities			
8.	Ability for personnel to quickly view scheduled activity			
9.	Ability to view "Today's Log" and the location			
10.	Ability to search Activity Log records to verify no personnel have performed a required daily task			
11.	Ability to schedule a CAD call from Activity entry screen			

Alarms

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Y Ν U F Μ Comments Ability to have multiple alarms 1 associated with an account which allows for single billing of all alarms Alarm account numbers can be 2 system assigned or manually entered Includes a process screen that allows 3 for fees to be waived Account contact person is tracked 4 separately from business name Ability to track year to date 5 occurrences of each type of alarm in account The account screen displays the balance due for all alarms on each 6 account; ability to make account corrections including updating balances and # of valid alarms Alarm types can be created and 7 associated with CAD CFS and CAD

	disposition codes; alarm occurrences are created to a processing screen when the specified combination of CFS/Disposition are used in CAD			
8	Ability to process alarm occurrences prior to billing or remove from file prior to billing if appropriate, based on security			
9	Ability to display all account transactions such as: occurrences, payments, registration fees, account adjustments, and past statements			
10	Ability to attach SOP's to each alarm for display in CAD as a flag for Call Taker or Dispatcher			
11	There is no limit to number of contacts for each account; ability to designate different contacts based on alarm type(s) at a location; ability to add comments with unique information for each contact			
12	Ability to inquire by any and all fields tracked in the alarm file			
13	Alarm statements can be run on any time period set by user agency; can be viewed on screen prior to printing; ability to approve or delete alarm statements prior to printing			
14	When year-end statements are run, alarm occurrences are reset and recurring registration fees for the upcoming year are automatically assessed			
15	System provides history of contacts by location and by alarm type; key holder changes, entry and deletion dates are also trackable and print in report style			
16	Ability to set progression of occurrence fees for each alarm type separately			

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Architecture

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Y N U F M Comments

1	Must be a Microsoft Windows Based application			
2	100% Web based RMS; Support Microsoft Edge, Google Chrome, IE 10.0 or higher with no client installs			
3	Runs on Windows 2012 server or Windows 2012 and IIS web server and higher; off-the-shelf servers – no proprietary hardware; runs under Virtual/Hyper-V environment			
4	Supports "Network Load Balancing" to distribute the load and provide fault tolerance			
5	Uses "View state optimizer" and "compression" methods to reduce network traffic and improve performance of mobile RMS clients			
6	Is fully NCIC 2000 compliant			
7	Is fully GJ-XML compliant			
8	Provides protection from single points of failure. Provides high availability of fault tolerance and prevents lost transactions in the event of a major failure			
9	Supports live backups with no interruption of services			
10	Non web-based clients have auto software update feature			
11	Supports Active Directory integration for managing user access			
12	Configurable Business Rules Engine			
13	Web-based access through IE or Google Chrome			
14	Access for any web-based applications through desktop, mobile data terminals, and tablets (Microsoft, Apple, and Android)			
15	Analytics delivered using standalone PowerBl desktop and also PowerBl integrated RMS dashboards			
16	Support ESRI, Google, HERE maps			

17	PDF forms support to any entry screen			
18	2FA provided as an option			
19	No duplicate data entry – single point of entry and easily available as a quick look up to branch to respective master screen.			
20	Built-in Redaction support (in addition to Adobe Pro)			

Arrest/Booking File

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Y N U F M

Comments

1	Ability to capture the following information at minimum: name, name details, case #, arrest date/time, location, arresting officer(s), complainant and narrative, charge code, literal charge count, bond amount, and court date			
2	Ability to attach an unlimited number of charges under one arrest number			
3	Ability to track related NIBRS Offense Codes to individual charges based on predefined allowable values			
4	Ability to update/amend charges and each count individually; ability to dispose charges and counts individually			
5	Ability to add further charges at a later date			
6	Ability to enter charge modifiers and charge code enhancers according to statutes			
7	Personal data of arrestee is stored as it was at time of arrest even though Master Name file may be updated or amended through subsequent entries			
8	Ability to track evidence collected on a specific individual based on a user defined coded table			
9	Ability to track departmental 'Supporting Documents' related to specific arrest: e.g., Medical Release Documents, Arrest Detention Report (ADR), 12 Hour Hold			
10	Ability to track an associated Warrant # and Warrant Date if the Arrest Entry results in an arrest warrant for a known offender			
11	Ability to capture NIBRS related information using NIBRS Coded			

	values: How Arrested, Armed, Charge NIBRS Offense Code			
12	Ability to track 'Juvenile Status' for juvenile offenders			
13	Ability to track 'Release' information			
	A. Person Notified			
	B. Relationship - Parent, guardian, family member, etc.			
	C. Date/Time Notified			
	D. Notified By (Officer/Employee)			
	E. Document if Transported to Juvenile Facility			
	F. Date/Time of Transport			
	G. Document if Ordered to Juvenile Court			
	H. Date/Time of Appearance			
	I. 'Released to' person information			
	J. Date/Time of release			
	K. Relationship – Parent, guardian, family member, etc.			
	L. Type of Release – Notice to Appear, Bond/Bail, etc.			
	M. 'Release By' (Officer/Employee)			
	N. Capture School/Grade of offender			
14	Ability to export data to outside booking/prisoner tracking software and/or live scan fingerprint system			
15	Ability to capture offender statement directly to Arrest Entry			
16	Ability to export arrest information to jail Pre-Booking queue			
17	Ability to export arrest and case details, along with supporting documents, to a prosecutor's software interface or to a 'DA Package' folder for electronic submission to the prosecutor's office			
18	Ability to track first appearance Charging Conference details to include Case Officer, Reviewing Prosecutor, Charge Disposition, and reason for Non-Issue of charge(s) by individual charge			

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19	Ability to track Municipal or temporary 'cell' assignment prior to release or transport to county facility			
20	Ability to track 'cell checks', associated activity such as meals, visitors, phone calls, etc.			
21	Ability to associate related confinement forms (e.g., prisoner property, sobriety checklists or any user created/designed .pdf fill forms and/or QA forms created within the application)			
22	Ability to display alerts when cell check time is approaching			
23	Ability to display alerts when a cell check is overdue			
24	Track temporary locations of prisoner while in custody (e.g., hospital, interview room, attorney visitation, etc.)			
25	Release from cell information (Released By, Date/Time of release, etc.)			
26	Create cell 'activity log' for jail auditor review			
27	Ability to track cell inspections			
28	Ability to track cells 'out of service' and associated reason(s)			
29	Integrated mugshot system in the booking module with line-up building capabilities			
30	Ability to print call and person data directly onto forms in PDF format			
31	Provides option to require supervisory approval prior to saving to the database			
32	Ability to delete charges based on security			
33	Ability to run/print reports for totals of arrests by charge code, UCR/NIBRS category #, date, or any combination thereof			
34	Ability to video booking process			
35	Ability to interface booking entry with driver's license readers			
36	Ability to display arrest information on the Incident Report			
37	Ability to create pre-booking medical questionnaires and attach to booking records			
38	Integrated mugshot system that allows for photo viewing based on a customized subject search (name or descriptors)			

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Business Intelligence

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Y N U F M Comments

1	Ability to analyze crime trends by any combination of the following:			
2	a. Time periods (Year, Quarter, Month, Day of Week, Day of Month, Week of Year, Hour of Day			
3	b. Incident Details (CFS Codes, Traffic Codes, Dispositions, Domestic Violence, Charges			
4	c. Incident Location (Address, City, District, Patrol Area, Street, Intersection)			
5	d. Names, Name Flags, & Name Details (Age, Biometrics, Gender)			
6.	e. Personnel (Officer Details), Division, Section, Rank, Shift, Years of Service			
7.	Ability to compare trends year over year, month over month, same month-last year			
8.	Ability to analyze crime data in various tools including Power BI and Excel			
9.	Ability to analyze trends, assist with resource utilization and proactive policing			
10.	Ability to create personalized Dashboards according to focus of responsibility			
11.	Ability to distribute Dashboards to command staff displaying statistics on Incidents, Officer, Crash data, Citations, Arrest and additional desired department activity			
12.	Ability to review crime data and ad hoc map analysis			
13.	Ability to create pin maps with layers, polygons, and points from queried data			
14.	Ability to print GIS Analysis search results			
15.	Ability to analyze large sets of data quickly			
16.	Power BI dashboard is available and can be viewed from desktop or mobile devices			
17.	Ability to create custom pivot tables and export data to Excel as desired			
18.	Ability to search across multiple modules with combined filters and to populate existing analysis reports			

I in reports.

Case	Management	Y	Ν	U	F	М	Comments
1	System supports full tracking of investigations						
2	Ability to perform multiple investigations for the same case with different tracking abilities						
3	Unlimited number of investigators can be assigned to a case						
4	Provides an easy way to select a case that can be assigned to Case Management						
5	Supervisor and Prime Investigator can be assigned simultaneously or through two-step process						
6	Provides an easy way for a supervisor to add or remove investigator, or re-assign prime investigator, while maintaining history of changes						
7	Tracks complete history of efforts with cumulative time						
8	Ability to view entire case details and all reports from within detail screen						
9	Investigator can write a supplemental report and follow approval process directly from Case Management						
10	Ability to attach and view photos and supporting scanned documents from within Case Management						
11	Ability to set restrictive permission on photos and scanned documents for viewing by only a selected division, group, individuals, or any combination thereof						
12	Automatic update of NIBRS/UCR from dispositions and offense codes entered through Case Management						
13	Ability to search case or persons based on M.O codes; searches for M.O codes entered anywhere in system (e.g., Records, Field Interviews, Case Management etc).						
14	System tracks all status updates with activity performed and user ID						
15	Automatic review dates set for supervisors based on user set parameters by local agency						
16	Ability to attach and view photos, scanned documents, or any						

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	Windows™ recognized file format (e.g., .mpeg, .wav)					
17	Ability to keep associated documents, attachments, etc. separate from public case file until case resolution					
18	Ability for supervisor/investigator to assign tasks to investigators related to assigned cases					
19	Ability to apply a due date to case tasks with a visual alert when overdue					
20.	Ability to automatically notify the Supervisor when tasks are overdue					
21.	A notification is automatically sent to the appropriate person(s) when new information is added to a case					

Citati	Citations/Summons		Ν	U	F	М	Comments
1	Ability to enter citations for multiple court types within local agency						
2	Ability to make consecutive entries (Copy function) of multiple citations for the same person without reentering duplicate information (name, call #, location, etc.)						
3	Ability to attach scanned documents to citation file (e.g., radar log)						
4	Ability to run drivers file of owner automatically when checking vehicle registration						
5	Ability to track partial or full payments of bail or fine/forfeitures						
6	Ability to auto populate entry fields with use of TraCS or State approved e-citation						
7	Ability to auto populate from NCIC return with use of TraCS or State approved e-citation						
8	Ability to view other agency citation files based on security (in multi-juris configuration)						
9	Ability to query by any of the data fields and print a report based on that query including totals with date parameters, month to date, and year to date options						
10	Ability to customize fields to capture state-required profiling data						
11	Ability to void a citation with appropriate security						

Citiz	zen Services	Y	Ν	U	F	М	Comments
1	Ability to log, track and dispose of citizen requests for service						
2	Ability for comments to be included in requests for service						
3	Ability to document all activity related to the request for service on desktops and mobile devices						
4	Ability to work in conjunction with a web portal						

Citiz	en Services – Web Portal	Y	Ν	U	F	М	Comments
1	Ability to provide hosted web site for the purpose of interacting with the public for a variety of pre-defined topics						
2	Web portal is completing integrated with RMS module						
3	Ability for citizens to register and provide emergency and medical information and contact and key holder information						
4	Ability for citizens to register to report minor (pre-defined by agency) incidents that do not need personnel to respond in person						
5	Ability for personnel to review minor incident reports entered into web portal and either approve for follow up or reject back to the citizen for clarification or further details.						
6.	Ability for agency to post up to date crime statistics and searchable crime mapping						
7.	Ability for citizens to request and pay for crash reports						
8.	Ability for citizens to request vacation/house checks and extra attention patrols						
9.	Ability to request tours and K9 demonstrations						
10	Ability to provide links to other websites of interest to local citizens						

Civil	Process	Y	Ν	U	F	М	Comments
1	Ability to receive, track, and monitor all activity associated with service of a Civil paper						
2	Ability to define document type, paper service fees, attempt fees, mileage, stand by time, hourly rates,						

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	and any other fees associated to each paper type			
3	Ability to capture and query on each party to the case, subject responsible for payment of fees, prepayments and payments made, amounts owed			
4	Ability to assign service by patrol area, process server, or by agency specified assignment type/service area			
5	Ability to generate billing statements; collect fees in cash, check or credit card			
6	Ability to produce worksheets with agency-defined information; ability to generate affidavits of service or non- service, certificates of posting and sales reports as required			
7	Civil process is integrated with Master Names file and Warrants with icon or alert for users to be alerted to outstanding papers for service			
8	Ability to document and track all service attempts, substitutions, and alternate service locations, and to add notes or instructions to a record			
9	Ability to document return of Civil paper to plaintiff, attorney, or court as necessary; ability to maintain history of service for a particular person or business			
10	Ability to create and assign Districts which in turn will be associated to all GEO addresses in the system			
11	Ability to assign 'Districts' to Service Areas for assignment of papers			
12	Ability to customize Service Actions to include automatic assignment of actions similar to but not limited to Status (Open/Closed), Hourly Rate, Mileage, Substitutions etc			
13	Ability to access and update service or service attempts from mobile computer			
14	Ability to show assigned papers and their locations on an associated map to pinpoint the location of the paper service			

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Ability to filter assignments by District, Service Area, Paper Type, Assigned Officer etc

Comments

Contract (Detail) Work Module Y N U F M

1	Ability to search Detail records by Personnel assigned, Business names and contacts, Status of Detail including Priority Details, High Risk, Alcohol Served, Location of Detail, Detail Dates & Times			
2	Ability to Create unlimited Detail Types			
3	Ability to create unlimited Detail Bill Rates & Types			
4	Ability to create separate Bill Amounts & Pay Amounts for each rate code			
5	Ability to create Detail requests, track unstaffed, filled and cancelled Details			
6	Ability to flag Priority Details and require priority Details to fill first			
7	Ability to view Detail Hierarchy order for Detail Staffing decisions			
8	Ability to copy Detail records to cover extended detail requests			
9	Ability to Add file attachments to Details			
10	Ability to add Flags to a Detail to display in Call Dispatch			
11	Ability to create additional Fees for Administrative charges, Cruiser charges and other non-hourly costs			
12	Ability to create invoices, track payments, correct & adjust Invoices			
13	Accounting functions include Invoice creation and adjustment, payment tracking and processing, overdue invoices and batch invoice printing			
14	Ability to print detailed Invoices including Detail job dates, who worked the job, locations, hours billed and all associated fees			

Crash	es	Y	Ν	U	F	Μ
1	Ability to enter all designated State crash report data					
	Ability to interface with TraCS or					

	crash report data			
2	Ability to interface with TraCS or State approved crash reporting systems and auto populate RMS data fields			
3	User can load or build code tables for each of the required data fields based on approved values			
4	Ability to upload accident photo from Mobile unit to accident case in RMS			
5	Ability to generate State crash forms with entered data and save a copy to the crash entry file			

Comments

Data	base	Y	Ν	U	F	Μ	Comments
1	Supports Microsoft SQL 2012 and above; Support both SQL Standard and SQL Enterprise						
2.	Allow to have reporting work load to be handled by separate standby SQL Server (AAG mode)						
3.	Provide tools to monitor the database						
4.	Allow to archive data based on age						
5.	Provides options for multiple databases such as: live, training, testing, etc. at user login; training databases mirror live for capabilities and codes. Training use should not count towards user license						
6.	User is allowed to add Views for reporting if needed						
7.	Database server can be on the same RMS/CAD server, or on a different server						
8.	Geo and common CAD information can be shared between Police and Fire applications or left separate						
9.	In all telephone number fields system allows for multiple entries and codes by type of phone number entered						
10.	Disposition and other code tables are built globally and each agency						

	(Police and Fire) can define its own codes			
11.	Ability to enter local municipal charges			
12.	Address and name flags can be viewed in any part of the system by any user (Police or Fire) based on security			
13.	Each agency has its own unique, sequential, user-defined incident numbering system. Each agency responding to an incident must generate a number upon creation of the call or dispatch, not the disposition of the call			
14.	DOT, NIOSH, and Cameo chemical guides are pre-loaded or linked and available in CAD, Fire inspections & mobile modules			
15.	System has embedded SSRS Reports for report generation; Data Dictionary will be supplied to user Agency			
16.	Provides a bulletin board by agency to post shift pass-on information in areas such as: CAD, Records, Investigations, Property			
17.	Security provided by agency, division, and user with capabilities such as inquiry only, addition, edit, deletion and print ability specified. Role based security is easy to manage and copy when necessary for many similar users			
18.	Provides means to notify designated users when an auto-review date is met within any module; includes ability to override dates based on security			
19.	Administrators can track entries made by users' personnel # and date of entry, change, or deletion throughout system. Ability to determine which user ran reports or queries against database			
20.	Ability to modify or create custom reports without involving the vendor			

	Provides on-line help and complete			
21.	documentation of all applications,			
	screens and functionality.			

Document Management Module

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Y N U F M Comments

1	Ability to access Document Management Module from Training Module			
2	Ability to manage departmental documents such as Policies, Procedures, Operating procedures, Directives, Memorandums etc			
3	Ability to assign documents to personnel and capture when they have been reviewed by each assigned individual			
4	Newly assigned documents should appear in a specific place so officers can easily see new documents that have been assigned			
5	All available documents assigned will all automatically populate any new hire based on their assignment in the personnel file			
6	Ability to attach user created 'Tests' to verify understanding of an assigned document to the document that must be completed before acceptance can be designated			
7	Ability to associate an existing pdf, Word etc document to the document manager			
8	Ability to track Accreditation requirements and documentation based on the assigned accreditation Guide name			
9	Ability to add/update Criteria, documents, proofs and history to each individual criterion			
10	Set the # of proofs required to satisfy accreditation for each criterion			
11	Set the # of proofs required to satisfy accreditation for each criterion			
12	Ability to assign Internal Documents created or added in Document Management to an accreditation entry by Document System ID #			
13	Ability to assign Documents to an accreditation entry using an External Link			
14.	Ability to search based on who the document was assigned to,			

	individuals or by Division/Section/Squad			
15.	Email text can be modified from the text screen			
16.	A "show all" option will show all documents, regardless if they have "read" or "unread" status			
17.	Ability to link one document to another document			

Emp	loyment Application Tracking	Y	Ν	U	F	Μ	Comments
1.	Ability to create and post job listings						
2.	Ability for applicants to submit their application through web portal						
3.	Ability to track reference checks, NCIC, fingerprints, background checks						
4.	Ability to create personnel file from application module to eliminate duplicate entry						

Field	Interviews	Υ	Ν	U	F	М	Comments
1	Ability to track field interviews with multiple activities						
2	Ability to capture clothing details and to search on those fields						
3	Ability to capture photo of subject with functionality, the same as in Master Name files						
4	Ability to associate multiple individuals to a single FI stop						
5	Ability to associate a specific vehicle to a name						
6	Display all associated vehicles for the stop in a separate tab						
7	Ability to print FI detail reports						

GE	0	Y	Ν	U	F	Μ	Comments
1	When an event is created, address validation is a high priority with sub- second response						

2	Uses the following to determine a valid address when an event is created or when an address verification inquiry is made			
	A. Exact addresses			
	B. Phone number			
	C. Common name places			
	D. Intersections			
	E. Limited access highways			
	F. Apartment or suite numbers			
	G. Latitude and Longitude			
3	Address verification provides assistance through "sound-alike" functions; and displays choices where the address may be available in more than one configuration within the City.			
4	Address verification does not require the user to enter the street suffix			
5	Allows the use of alias common place names and alias street names while using the full legal name on the event; there is no limit to aliases for either			
6	Allows use of non-verified addresses at initial entry but will not allow an event to be finished without a verified address			
7	Provides seamless integration with E911 interfaces and databases			
8	Recognizes when a direction (N, S, W, etc.) is applied to a street name; Permits user-defined codes for limited access roads (mile markers, overpasses, etc.)			
9	When a street name is changed, the old street name is identifiable as an alias; Data associated with old name is included in a street name inquiry			
10	Ability to enter verifiable locations within the jurisdiction such as: lakes, rivers, railroad tracks, mile markers, on/off ramps, or any other location that does not have a postal address			

11	Provides a means to handle addresses from mutual aid events outside local jurisdiction. Allows units or personnel to respond to calls outside their normal jurisdiction (mutual aid incidents, follow ups, etc.)			
12	Allows an address to be updated and validated while retaining the initial address entry in CAD history			
13	Provides a method of handling duplicate valid location names within one jurisdiction (e.g., when one street intersects a second street more than once)			
14	Provides a means to easily check an address for validity and jurisdiction without creating a CAD event			
15	Upon entry of an address, system displays nearest two cross streets, common name, real address, hydrant			
16	Allows each agency to divide their geographical areas into smaller areas for reporting statistics, patrol area assignments, or fire response districts. Boundaries must be changeable and accommodate more than one agency to use the same records while maintaining their own codes			
17	Comes installed with nationwide zip code tables and automatically attach the proper zip code for validated addresses			
18	Provides a method of identifying a location with multiple businesses under one street address or multiple addresses within one common location (condos, hospital complex, strip malls, etc.). Each location may have alias names and the user can select from a list of valid location options			
19	Users are able to attach multiple flags or hazmat indicators to one location, common location with multiple businesses or apartments, apartment or business within a complex, or any combination thereof. Flags are available to Police and Fire users.			
20	Hazmat indicators or flags on file can be queried by response area, address, common name, hundred blocks,			

	intersection, or apartment/suite number without creating a CAD event			
21	Records can be queried based on valid addresses; System provides a listing of responses to a location by Police and Fire agencies.			
22	Hydrants can be tracked by longitude and latitude, and can be shown in CAD and mapping			
23	Hydrants can be tracked and marked as unavailable on the run ticket			
24	Ability to attach key holder/contact information by location, apartment or common name; file includes name, address, phone number, role of contact (manager, owner, etc.), last update field, and comment field			
25	Allows unit recommendations based on both location and type of call. Recognizes different agency response tables for any single location			
26	All addresses have longitude and latitude readings available which can be viewed in CAD and mapping			
27	Ability to add census tracts, voting districts, tracking numbers, etc. to a specific premise address			
28	Ability to search for calls with an initial unverified location entered			
29	Citizen portal available to allow entry of address information and flags			
30	Ability to update GEO code fields by batch entry through a designated map area			
31.	Ability to use Canadian zip codes			
32.	Ability to import address flags from Excel spreadsheet			
33.	Automated report for all address flags that have not been updated in longer than a set period of time			
34.	Ability to batch update address flags			
35	Ability to add contact information to each location			

36	Ability to log that a contact for a location has been verified and that verification also appears in the Name entry			

U Υ Ν F Μ Comments Help Desk Module Ability for agency to track internal support requests 1 Ability to enter direct or received by 2 email Help tickets can be updated, closed or reopened via email 3 4 All activities associated with a help ticket are tracked

Hom	e	Υ	Ν	U	F	М	Comments
1.	Application provides for a landing page upon sign on for users to review the following:						
	a. Internal Messages						
	b. Documents that have been assigned						
	c. Agency Whiteboard						
	d. Reports that need to be completed, corrected or submitted						
	e. Scheduled activities and scheduled training						
	f. Supervisors review submitted reports for approval or rejection						
	g. Menu of permitted modules and modules that have been tagged as "Favorites"						
	h. Pre-defined internal and external websites approved and needed to perform job duties						
2.	Ability to request Training based on posted courses and classes and receive on-line approval or denial						
3.	Ability to access agency forms and capture electronic signatures						
4.	Ability to schedule appointments in their calendar						
5.	Ability to view "how to" videos						

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Incidents/Report Writing

YNUFM

Comments

1	Ability to search by any field entered within the Incidents			
2.	Ability to query Incidents from desktop and mobile devices			
3.	Ability to complete an incident report from desktop or mobile device			
4.	Ability to create multiple report narrative templates			
5.	In Report Writing, ability to select Names and Vehicles entered into the call to eliminate duplicate entry			
6.	User does not have to manually save the report on a local device; use of web-based application is necessary			
7.	Supervisors can approve or reject a report from a desktop or mobile device			
8.	Supervisors can add notes to a report that needs correction; the notes are not saved with the report upon approval			
9.	Author can save portions of the incident report to be completed later			
10.	Ability to attach digital files (audio, video and photos)			
11.	Ability to organize attachments by date or topic			
12.	Ability to require specific permission for attachments; ability to make confidential from one or many other users			
13.	Ability for personnel to use electronic signature for incident reports			
14.	Ability to add a notary signature and statement electronically			
15.	Ability for each Agency to use their own logo or badge image on incident reports			
16.	Ability to unlock a locked report with specific role permission			
17.	Ability to add or update a crash report from Report Entry screen			
18.	Ability to indicate if "in-car" video exists for incident			

Inventory/Fleet Maintenance

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N U F

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Comments

1	Provides for local agency inventory module			
2.	Ability to inventory fleet vehicles			
3.	Ability to capture make, model, PO#, cost, serial #, style, color, plate #, VIN, division assigned,			

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	marked/unmarked, unit # and purchase date, at a minimum			
4.	Ability to attach multiple photos of vehicles			
5.	Ability to designate assigned equipment by make, model, serial # and date of installation			
6.	Provides for customizable fields of entry			
7.	Ability to assign property by division, section, unit, squad, or individual			
8.	Allows for tracking of fixed assets and expendable items			
9.	Allows for daily or routine check out/check in of inventory			
10.	Provides for auto review date for routine maintenance, required testing, or disposal			
11.	Ability to track damage to fleet vehicles			
12.	Ability to track gas/mileage and/or run hours			
13.	System alerts specific personnel when maintenance on a fleet vehicle is due; supervisors can query status of maintenance due			
14.	System provides maintenance log for internal routine services (oil changes, tire rotations, etc); ability to log external repairs by vendor, date and service performed at minimum			
15.	System provides for auto review date for routine maintenance			
16.	Automatically makes notification to inventory person of actions requiring follow up			

K9		Υ	Ν	U	F	Μ	Comments
1.	Integrated K9 module resides within the RMS application; if add-on, enter comments						
2.	K9 allows for registration and tracking of animals						
3.	Allows for tracking of individual K9 specialties, i.e., narcotic hits, tracking, search, etc.						
4.	Ability for entry of weather conditions for a particular event						
5.	Ability to enter veterinarian information including animal visits						
6.	Ability to search all calls or cases that have K9 involvement						
7.	Ability to track K9 training in separate K9 Training Module						

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8.	Ability to track demonstrations separate from a K9 call			
9.	Ability to track and display on map the GPS route of a track via K9 smartphone app			
10.	Ability to access and create K9 activities and search from a mobile app			
11.	Ability to save the mapped track to the K9 case			
12.	Ability to track K9 medical needs and associated costs			
13.	Ability to track medications, vaccinations, and veterinarian visits			
14.	Ability to track K9 expenses			
15.	Ability to add and track Training Aides inventory			
16.	Ability to track K9 certifications			
17.	Ability to track K9 awards			
18.	Ability to access weather conditions from NOAA or similar national weather service at the incident or training location at the time of deployment,			
19.	Ability to capture Objectives, Training Aids, Participants and Tack and map for each training session			
20.	Ability to add multiple objectives/tasks within a single training session			
21.	Ability to have separate Handler and Trainer comment narratives within a training session			
22.	Training module must have different panels for information capture based on the type of training e.g., search, tracking, narcotics detection, etc.			
23.	Ability to associated agency personnel or outside agency personnel to the training exercise			
24.	Ability to create K9 reports over and above the incident reports with K9 specific details			

25.	Ability to automatically associate the K9 report to the case report-reporting section		
26.	K9 report to have specific entry capabilities for Detection, Preventive Actions, Searches and Tracking		
27.	Ability to track K9 inventory separate from departmental inventory and assign a separate permission for K9 inventory access		
28.	Ability to generate a Bite Ratio report for user designated time frame		

Multi-Juris Functionality

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N U F M Comments Y

1	Ability to maintain separate records but allow personnel with specific permission to view similar records of another agency			
2	Ability to deny access to specific records of another agency if the user does not have access within their own agency			
3	Ability to each agency to maintain their own call/incident/case numbering			
4	Ability for each Agency to maintain custom field labels that are not visible to other agencies			
5	Ability to support multiple Active Directory authentications for every agency			
6	Ability to copy a name record from one juris to another			
7	Ability to restrict access to records and incident reports to view only			
8	System does not allow users to print incident reports from another agency			
9	Ability to maintain local ordinances that are not shared across every juris			
10	Ability for each agency to maintain unique role-based permissions			
11	Ability for each agency to use own logo/badge and header for reports and form letters			

Names		Y	Ν	U	F	М	Comments
1	All names entered in the entire application go to a single place so they can be searched by any user						

2	New name entry does an automatic duplicate check and allows user to select an existing name, if available			
3	User can add flags at any time; allows for user-defined flags; flags have non-mandatory start and end dates			
4	Names are categorized as Adult, Juvenile, Business, and Other			
5	Allows for search by:			
	Last name			
	A. First name			
	B. Sound-alike			
	C. Nickname			
	D. Sex			
	E. Race			
	F. Height range			
	G. Weight range			
	H. Date of Birth			
	l. Flags			
	J. Numbers such as: SS#, telephone #, FBI#, State#, fingerprint class (Full or Partial)			
	K. Physical descriptors such as: SMT, Hair color, eye color, handicap, etc. Must display last update/entry date.			
6	L. Search result easily identifies alias name vs. real name			
7	Option to view address and phone # without having to go to detail screen			
8	View detailed records for search results by clicking on item			
9	Master Name detail has tabbed format with all associated information in one place			
10	Master name detail provides the ability to cross reference the name with the following records associated with an individual, including but not limited to: arrest file, case details (all associated cases), property, citations, crash detail, alarm registration, civil process, warrants, field interviews,			

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	known associates, associated vehicles, businesses, gang affiliation, and multiple photos, if applicable			
11	Associated activities are listed in Master Name detail in reverse chronological order			
12	Ability to branch from Master Name to case file without leaving original screen, and after return, ability to perform further branching from same list			
13	Ability to view archived photos by clicking on picture displayed with name record			
14	Ability to capture new photos by camera, load from local PC, and attach to a name record			
15	Ability to capture agency-specific data through user defined custom fields			
16	Accommodates an unlimited number of scars, marks & tattoos (SMT) for each name, including ability to enter identifying text			
17	SMT descriptors are searchable			
18	Mugshot ability available through arrest entry screen, eliminating the need for external mugshot systems			
19	Supports NIST package aspect ratio for mugshots			
20	Supports name expungements – name totally removed from Master Name list			
21	Supports expungement or deletion of records associated to a name (e.g., arrest entry, association to cases, citations)			
22	Expunged name is stored in a separate, secure file where it could be retrieved if court ordered			
23	Option to allow for deletion of names in case of mistaken entry			
24	All associated activities are deleted prior to name deletion			
25	Provides a mechanism to merge duplicate names			
26	Ability to select which data fields are correct where discrepancies occur during name merging process			
27	Ability to unmerge names			

28	Name merge will retain all activity and associations from all merged records			
29	Ability to reinstate expunged records and repopulate all associated records in RMS if status changes based on permission			
30	Ability to automatically redact all associated references to an expunged record be it Case, Arrests, Names etc via find and replace logic			
31	Ability to redact individual fields within a report			
32	Ability to expunge individual Attachments associated to a case			
33	Ability to automatically upload a redacted copy of reports to the case			
34	Ability to search on expunged cases/data for those with permission			
35	Ability to search by individual who performed the expungement			
36	System must generate a system report for all possible name duplications			
37	Provides option to select names from query results and allows any of the following: show on map (pin map); generate reports only on those selected names; export to spreadsheet			
38	Ability to plot all associated names on a pictorial flow chart diagram and show associations – Name Mining			
39	Ability to enter text into a comment or information into a confidential information field based on security			
40	Provides user-defined names profile report by agency			
41	Ability to automatically save old addresses when main address information is updated			
42	Ability to display dates on which personal data was entered or updated			
43	Ability to display, whenever a name is queried, a visual indicator notifying the user when an individual has a valid local warrant			
44	Ability to attach and view photos, scanned documents, or any Windows™ recognized file format (.mpeg, .wav, jpg, .png etc.)			
45	Ability to enter and track social media contacts from investigative accounts, and track history			
46	Ability to track 28CFR Compliance and send reminders for 28 CFR periodic verification			

47	System report must generated for all possible name duplications			
48	Ability to track the name of the user who created a name record and the date/time it was created			
49	Ability to search phone numbers by type (home, work, cell, etc)			

Perso	Personnel		Ν	U	F	М	Comments
1	Ability to track or query any of the following:						
	A. Personnel emergency contact information						
	B. Personnel skills and certifications						
	C. Position, rank, and history logs						
	D. Personnel security settings						
	E. Personnel comments/notes						
	F. All user activity by employee ID (via audit log)						
	G. Ability to enter uniform allowance amounts and use						
2	Allows personnel to update or add personal information and emergency contacts						
3	Ability to search and view personnel division/section relationship in tree view						
4	Ability to track changes in assignments (Division, Shift, etc.) and promotions						
5	Ability to track employee training history directly viewable in the personnel module						
6	Ability to track work history based on user defined category and sub category						
7	Ability to capture user defined injury reports to the personnel file						
8	Ability to capture medical history for exposure to bodily fluids etc						
9	Ability to capture user defined performance evaluations						
10	Ability to notify supervisor when performance evaluations are due based on user defined criteria						

11	Ability to track departmentally issued inventory for each employee			
12	Ability to display accumulated and used time for vacation, overtime, sick time, etc .			
13.	Fully integrated with all modules where personnel/user name and ID are used			
14.	Ability to capture electronic signature to be used on forms and incident reports			
15.	Ability to capture and attach an employee photo			
16.	Ability to authorize a user to unlock and reset another user's password without giving them access to the personnel file			
17	System masks the social security number for personnel files unless there is specific permission to view			

Prope	Property		Ν	U	F	М	Comments
1	Ability to track property collected as evidence, including but not limited to: packaging designated and marking of submitted evidence; initial storage location; full description of items; movement to property rooms, analysis laboratories, courtrooms or removed for viewing, etc. with user ID and comments date/time stamped for each entry						
2	Ability to batch move property into property room or other location with tracking history for each item individually						
3	Ability to capture and view photos of property and attached to case						
4	Ability to enter stolen property descriptions and values as reported by victim						
5	Ability to recover stolen property at time of entry						
6	Ability to recover stolen property with new value						
7	Ability to batch clear property						
8	Query property by individual or multiple description fields; ability to search free text comments or descriptions; ability to print selections						
9	Ability to track narcotic types and weights						

10	Ability to designate certain types of evidence as confidential and limit query and movement based on security			
11	Ability to track found or recovered property not necessarily being retained as evidence			
12	Ability to discover open or unused initial storage locations through query			
13	Ability to enter review dates and automatically report when property has been stored for a certain length of time			
14	Ability to have DA user flag property that can be released, returned, or destroyed based on security			
15	Ability to attach individual owners of different items associated with one case #			
16	Ability to search on any field of description for lost, stolen, recovered, or evidenced property, or any combination thereof			
17	Ability to track parts or contents of a vehicle separately from the vehicle associated with the case #			
18	Ability to merge owner information with form letters			
19	Ability to print Property Inventory forms in PDF format with unique control #			
20	Ability to attach arrested person to evidence and flag custodian when case is cleared through automated disposition of court case			
21	Ability to designate a recovered location other than the location of the incident			
22	Ability to designate the individual property was recovered from if different from owner			
23	Ability to register bicycles			
24	Ability to conduct property room audit by selected shelves, bins, cases, type of property or any combination			
25	Ability to track pawned items by dealer			
26	Ability to track total property value and recovered property value			
27	Ability to automatically report property to both NIBRS and UCR			
28	Ability to submit property entries through a supervisory approval process before saving to the database			
29	Ability to create bar code labels for all property room locations			

30	Ability to create bar code for each item destined for property room entry (at time of entry)			
31	Ability to create a container bar code for consolidating multiple items into one entered container			
32	System automatically makes notification to property person of actions requiring follow up			
33	Ability to enter property via report entry, or directly into the property module without report entry			
34	Ability to scan all property room locations and display entered property for audit or inventory			
35	Ability to check property out and in with user ID and date/time for each movement and chain of custody change			

Reco	Records		Ν	U	F	М	Comments
1	Ability to initiate call from RMS (walk- ins)						
2	Ability to stack a walk-in complaint in CAD for dispatch						
3.	Ability for walk-in call to require a disposition						
4.	Ability for walk-in call to generate a report due						
5	All CAD details are available for view and update						
6	CAD details are arranged in a tab format including but not limited to: times, CFS, location, dispatcher comments, names associated with call, unit history, other call data						
7	Further case detail is organized in tab format including but not limited to: case data, fine-tuned UCR CFS codes, UCR/NIBRS data (disposition, clearance date, victim count, etc.), reports filed (initial and supps), names (option to branch to Master Name detail), related cases, attachments, property (option to branch to property detail), vehicles associated, and NCIC responses from CAD						
8	Ability to create actual state and federal reporting forms in PDF format with fields auto populated with related counts and information						

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9	Ability to report UCR and IBR data simultaneously				
10	System is installed with all appropriate state and federal reporting data values and correlations				
11	Ability to print call/case data onto local agency forms in PDF format				
12	Ability to query records and case details of local agency, based on security, by one or more data fields				
13	Ability to filter query of incidents by those reports associated with a call in which a body camera was used				
14	Ability to filter query of incidents by those reports associated with a call in which an in-squad camera was used				
15	Ability to select certain records from query results and perform any of the following: show on map (pin map), generate reports only on those selected records, export to spreadsheet				
16	Provides means to review UCR/NIBRS/Clery data prior to submission; review includes case numbers and names used to gathered data for selected dates (used to reconcile discrepancies)				
17	Ability to map incidents or names based on query of any combination of field data; ability to define the map area of interest by use of defined patrol areas, geographical boundaries, by shape file or polygons drawn				
18	Ability to alert and track to activity within a specific area of interest on a map including all non-related officer patrol activity				
19	Ability to create integrated 'map layers' for use in RMS, CAD/Mobile				
20	Supports electronic submission of NIBRS data				
21	Ability to redact report information and store a redacted copy of the report				
22	Ability to track FOIA requests and status				
23	Ability to track open records requests				
24	Ability to track fees associated to open records requests				
25	Ability to assign an open records request to a specific person				
26	Ability to track history and time spent for open records fulfillment				
27	E911 call log search and run report				

28	Ability to add all documents supplied to the requestor or received from the requestor (departmental forms, etc.) as attachments			
29	Ability to generate invoices and track payments related to open records requests			
30	System shows the user that uploaded an attachment file			

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Scheduling

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NUFM

M Comments

1	Ability to assign then schedule personnel including work shifts and rotations. Show the schedules on the calendar			
2	Track personnel time; schedule to work or be off duty, show real time balances for each time category			
З	Setup automatic accrual of time by category. E.g. Vacation, Sick, and Holiday leave. Personnel may earn time based on years of service or promotion			
4	Setup automatic carry over of time by category with user defined limits			
5	Support the ability for personnel to request time off and submit online for approval or rejection			
6	Support the ability for personnel to request work day trades with another member then submit online for approval			
7	Batch update time entry records for holidays. E.g. Give all Admin personnel off for each of the year's holidays automatically			
8	Ability to setup day rosters, view on- duty employees and personnel scheduled off duty; access in the station or by mobile app			
9	Track roster changes, and allow supervisors to move or assign personnel as needed			
10	Record daily earning codes (work out of grade) for each personnel			
11	Setup intraday rosters; show staffing differences at specific times during the shift. E.g. Training events, inspection work, public education programs, etc.			

12	Mobile Scheduling App: Check time balances, submit time off or trade/swap requests, review and deny time off requests, view the day roster for any date			
	roster for any date			

Settings Y Ν U F Μ Comments Ability to restrict security to 1 designated Application Administrator(s) Ability to configure a series of parameters that control how the 2 applications match the desired business protocols for the agency 3. System parameter change history is available Ability to create and/edit roles to be 4. assigned for security purposes 5. Ability to pre-define notifications Ability to audit log entries by user 6. modifications and access Ability to query NCIC access and 7. operations performed Ability to customize coded tables to 8. match local terminology 9.. Ability to customize call for service types and call dispositions Ability to create units and configure 10. terminal access

Traini	ng	Y	Ν	U	F	Μ	Comments
1.	Ability to track training class scheduling, instructors, class size, registrants, course results, location, topic, and length of class						
2.	Ability to track training certifications and re-certifications by individual; notifications when certifications are due to expire; supervisors can view certifications based on security						
3.	Ability to display scheduled courses on a calendar						
4.	Records instructor time to apply toward certification requirements						
5.	Ability to allow and track guest instructors and students and associated costs						

6	Ability to create, use, and attach tests and/or evaluation forms to a class for electronic completion by students			
7.	Ability to track use of force incidents			
8.	Ability for personnel to post and enroll in available training classes electronically via RMS with training supervisor acceptance or rejection			
9.	Automatically attaches entered training records to employee personnel record			
10.	Ability to create, use, and attach questionnaire forms in conjunction with roll call training			
11.	Ability to customize/add facility codes and associated descriptions to designate where training was conducted			
12.	Ability to create training 'Courses' with Course Description (Syllabus), notes for Students, Notes for Instructors			
13.	Ability to create 'Classes' to designate the Date(s)/Time(s) that a particular Course will be held to include those that are assigned to attend the particular Class time(s)			
14.	Ability to require Prerequisites for enrollment or completion			
15.	Ability to track if a Class satisfies Re- Qualification			
16.	Ability to generate a user defined Evaluation form			
17.	Ability to associate a user defined Test form for completion by each attendee			
18.	Ability to generate a Training Certificate with user defined text and details			
19.	Ability for a course to automatically add a 'Special Skill' to the personnel file of attendees if the course qualifies the user in a specific skill			
20.	Ability to track and assign CEUs toward the associated certification for class attendance			
21.	Ability to search Courses by Category, Training Type, Course#, Course Title and qualification period			
22.	Ability to search Classes by Date Range, Course Info, Enrolled Student(s), Training Facility, Instructor etc			

Unkno	own Suspects	Y	Ν	U	F	Μ	Comments
1	Ability to enter/track unnamed/unknown suspects without polluting Master Name files						
2	Full suspect search capabilities by local agency						
3	Query suspects by any field individually or by a combination of multiple fields						
4	Ability to enter suspect vehicle where only ID is by description						
5	Ability to perform search on free text comments for suspect or vehicle entries						
6	Ability to capture searchable height, weight, and age ranges						
7	Ability to capture searchable SMTs with descriptors						
8	Ability to capture searchable clothing descriptions						
9	Ability to associate a Master Name ID to an unknown suspect once they are identified						
10	Ability to enter and search by partial names or nicknames						

Vehicles

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Y N U F M Comments

1	Ability to maintain master vehicle records			
2	Ability to query history of vehicle contacts			
3	Ability to track all types of vehicles including cars, vans, trucks, motorcycles, snowmobiles, ATVs, boats, trailers, and heavy equipment			
4	Ability to include owner information			
5	Ability to attach documents and photos to a master vehicle index			
6	System prompts the user when an entry matches by plate or VIN to eliminate duplicate entries			
7	Ability to merge duplicate vehicle records			
8.	Ability to maintain tow records			
9.	Ability to create tow rotations			

Warrants and Injunctions

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Y N U F M

Comments

1	Ability to maintain local warrant information and ability to update information as often as necessary			
2	Ability to track Temporary Restraining Orders and Injunctions			
3	Automatic expiration of warrant entries based on entered expiration date			
4	Warrant details organized in tab format including but not limited to: warrant detail, service attempts, history of status changes & service attempts, clearance details, narrative, option to open attachments or scanned documents			
5	History of status changes & service attempts have date/time and user information attached to each entry; ability to print history also includes name, address, warrant type, and comments/remarks, at minimum			
6	Ability to track/query warrant entries by user ID			
7	Ability to query warrant entries by any of the data fields or a combination of same			
8	Ability to query warrant entries by open, cleared, or both			
9	System provides extra security for clearance			
10	Supports batch clearance			
11	Provides ability to query NCIC from entry screen			
12	Ability to display all booking photos in warrant inquiry screen			
13	Ability to display local warrants throughout system without going to separate screen for look-up			
14	Warrant entries flag Master Name file with a visual marker that directs user to warrant detail			
15	Ability to update warrants based on security			
16	System interfaces with NCIC for automatic entry and cancellation of warrants via RMS			
17.	System interfaces with court system for import of warrants and protection orders to RMS warrant module			
18.	Ability to capture issuing judge information for Temporary Restraining/Protection Orders			

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Anir	nal Control Module	Y	Ν	U	F	Μ	Comments
1	Animal Control module must have the ability to track user defined species e.g. Dog, Cat, Horse, Cattle, Goat, Sheep, Swine etc						
2	Module should have the ability to add animal names and have the name saved to a Master Animal Name file						
3	Animal Control module must have all recognized Breeds, Color and Markings for all species pre-loaded in the system						
4	Ability to add at least two predominant breeds and two different colors for each animal recorded in the system						
3.	Must have the ability to track the animal's Veterinarian information						
4.	Must have the ability to track the owner(s) to the Master Animal Name record including the ability when an animal changes owner						
5.	All activity associated to the animal will be tracked in an Activity Tab associated to the Master Animal Name record						
6	Ability to Track animal licensing to include the Issue Date and Expiration date of the license or tag						
7.	Ability to track and add user defined License tag numbers						
8.	Ability to track cost of the license and generate invoices and track payments						
9.	Ability to assign varying costs associated to different species licenses						
10.	Ability to search registrations by notable feature of the registration to include but not limited to Lic/Tag type, Lic/Tag#, Animal Name, Species, Breed, Color, Markings, Microchip, Rabbies Tag # etc						
11.	Animal Control module must also include a Lost and Found registry to record lost and found animals within the community and referred to the agency						
12.	Ability to search the Lost/Found registry by Owner Name, Animal						

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	Name, Species, Breed, Color, Markings etc			
13	Ability to share or not share reporting person's personal information			
14.	Ability to merge Animal Names when it is determined that multiple Master Animal Name records for the same animal exist			
15.	Merging of animal names will merge ALL data from the merged name into the Animal Master Name			
16.	Must have the ability to create and track Animal Cases without assigning a Law Enforcement Call or Case. If the investigation warrants a police investigation, a call and/or case can be associated to the Animal Case Entry			
17.	Animal Cases to have a separate, sequential 'Animal Control Entry #' that is assigned independently from a LE call/case and is system assigned			
18.	Ability to capture Animal Observations at time of capture/intake			
19.	Ability to capture Resolutions for incident and for animal if housed at the agency			
20.	Module to have separate 'Bite Report' for Animal Bites.			
21.	Bite Report to allow for multiple victim's in a single case			
22.	Ability to assign follow-up 'vet checks' for quarantined bite cases			
23.	Ability to attach any Windows recognized file format in an Attachments area			
24.	Ability to document Cage/Live Trap rentals as well as the associated charge for the service including 'Deposit' fee that can be returned to the customer when the cage/live trap is returned			
25.	Animal inventory to be kept separate from other departmental inventory			
26.	Ability to add Master Animal Name file as Animal Victim/Wild Animal in report entry			

Internal Affairs		Y	Ν	U	F	Μ	Comments
1	Ability to receive, track, and monitor all activity associated Internal Affairs complaints and investigations.						
2	Internal Affairs data is maintained separate and distinct from regular						

	department names, records and case			
	management. Ability to restrict access to all Internal			
3	Affairs data and activities.			
4	Ability to assign investigator(s), track history of efforts and maintain case folder of reports, photos, video/audio files and notes. Ability to re-assign Investigators.			
5	Ability to notify management electronically of repeat or multiple complaints against any one employee.			
6	Ability to generate disposition letters to complainants			
7	Ability to track seized property or evidence separately from regular department property/evidence.			
8	Describe how complaints or cases are generated and from what sources (CAD, RMS, other)			
9.	Ability to track officer movements through GPS and/or AVL			
10.	Ability to investigate and track cases involving other agency personnel.			
11.	Ability to complete reports and submit for supervisor approval and/or rejections.			
12.	Ability to generate quarterly or annual reports of activity based on complaint types and dispositions.			
13.	Ability to expunge or delete complaints, names of the accused and cases based on department policy.			
14.	Ability to set thresholds for notifications for certain types of complaints for each employee			

Video	Interviewing	Y	Ν	U	F	М	Comments
1	Ability to record videos for interviews						
2	Ability to attach the video link to a case						
3	Ability to playback and download the recorded video						
4	Ability to watch the video while recording						
5	Ability to purge the video following the Agency's protocol for retention						
6	Ability to bookmark the video to timestamp points for desired events						

	such as: suspect confession, interviewee became violent, etc.			
7.	Ability to capture electronic signature for consent			
8.	Configuration for 2 or 4 cameras available			

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JAIL Management

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N U F

M Comments

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1	Ability to date and time stamp all transactions				
2	Ability to accept digital signatures				
3	Ability to accept digital fingerprints				
4	Ability to integrate with Police records for Names file data, if desired, by providing a single Master Name index that includes all RMS and Jail booking history				
5	Ability to generate daily rosters and population reports based on date/time ranges, gender, facility location, etc.; ability to generate release data reports by date range, length of stay, etc.				
6	Ability to capture and report on any of the federally mandated ICE data collection fields				
7	Ability to create a flag for certain inmate risks, Suicide/mental health hold/previous drug events/suicide attempt in facility/case management plan/Gang affiliation and ability to view a history of alerts				

8	Ability to track juvenile bookings separate from adult bookings			
9	Ability to accept pre-booking information electronically to a Queue (from field report writing module)			
10	Ability to submit monthly Social Security Administration information reports electronically			
11	Ability to provide wrist band bar code identification system; ability for wrist band to include mugshot			
12	Ability to query NCIC, RMS, or other law enforcement information sharing systems from within booking module			
13	Ability to delete a booking made in error (with appropriate security level permissions)			
14	Ability to create multiple types of questionnaires and attach completed forms to booking records			
15	Ability to provide a mug shot system; link mug shot to Names files; keep historical record of mug shots; print mug shots			
16	Ability to capture scars, marks and tattoos; capture photographs and associate to a Name file; capture unlimited number of scars marks and tattoos; ability to search on description or code fields			

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17	Ability to receive, track, and maintain complete inmate property record including storage location and descriptions			
18	Ability to support parent-child property tracking format (multiple bags assigned to a single bin)			
19	Ability to assign property to a facility, or to an inmate; ability to transfer property across facilities			
20	Ability to audit inmate property and inmate assigned property within a facility			
21	Ability to print property sheets and support digital signatures; ability to generate receipts			
22	Ability to provide an inmate classification system; accommodate temporary classifications and provide different algorithms for gender			
23	Ability to identify inmates not previously classified, manually input a classification, and assign housing based on classification			
24	Ability to define housing locations such as cell block, floor, pod, cell number, or any other configuration according to the facility lay out			
25	Ability to identify and display all available beds; ability to override housing recommendations; ability to suspend availability of a bed			

26	Ability to maintain historical information of facility, unit, and cell; ability to link housing assignments to an inmate record			
27	Ability to maintain "Keep Separate" status on any inmates and have the system automatically alert the user of potential conflicts prior to housing assignments			
28	Ability to accept unlimited number of reclassifications; ability to establish periodic review of classification based on agency- defined time limits			
29	Ability to generate housing invoices for billing; ability to deduct days that inmate is out of the facility; ability to convert to .pdf format			
30	Ability to record the distribution of medications including date/time given, inmate, quantity and cost; ability to record refusal by inmate and maintain history of medications dispensed/refused			
31	Ability to inventory library books, support bar code tracking system for books, list books checked out by inmate, and generate desired reports			
32	Ability to assign an inmate to work position; schedule workers and job sites, record approvals, and generate applicable reports			
33	Ability to track inmates that are serving time outside of facility			

34	Ability to approve/deny inmate for work privileges; document privileges and release out/back in dates and times; track and maintain history		
35	Ability to capture drug screening results; ability to capture work violations and record if privileges have been suspended or revoked		
36	Ability to track inmate movements within and outside of facility; ability to track different types of movements; ability to alert if movements will cause "Keep Separate" inmates to meet		
37	Ability to track inmate transactions and activities such as recreation time, computer access, mail access		
38	Ability to maintain electronic activity or pass on log of all activities and information on inmates		
39	Ability to track jail incidents and recreate a report; attach files to incident report; submit to supervisor for approval; record disciplinary action recommended and charges if any filed against inmate		
40	Ability for agency to define and classify violation types; define penalties; capture multiple violation types for a single incident; ability to duplicate violations reports for multiple inmates		
41	Ability to capture information relating a disciplinary hearing and appeals and the outcomes of each;		

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	generate inmate discipline record and maintain with booking file			
42	Ability to capture and maintain files relating to inmate grievances; ability for agency to define grievance types and routing; ability to assign specific individual or multiple staff members to investigate grievance			
42	Ability to document outcome of a grievance investigation; attach documents to the file; generate applicable reports and maintain as part of the inmate file			
43	Ability to auto calculate sentences based on agency formulas. Can account for trusty, good, flat time, concurrent time, consecutive time and volunteer time as auto calculations			
44	Ability to track court appearances and update charges, bonds, detainers, sentences as required following court appearances			
45	Ability to schedule and/or flag upcoming court appearances on the inmate record and show in a master jail schedule			
46	Ability to enter an unlimited number of charges and counts for each inmate; ability to add modifiers and sentencing enhancers			
47	Ability to distinguish which charges have been satisfied			
48	Ability to transfer booking information to Livescan for			

	fingerprinting. Describe which Livescan devices you have experience with via interface in the comments section		
49	Ability to schedule visitors; capture visitor information; maintain visitor rules; maintain pre-approved lists; view history of visitors		
50	Ability to add and maintain detainers for an inmate; capture detainer information; release when conditions are met and alert user when a detainer exists prior to release of inmate		
51	Ability to capture all information during release process; prevent release if conditions not met (detainer, bond not collected or signed, etc.); ability to provide a release checklist to ensure all criteria has been met		
52	Ability to for single or double approval of release depending on agency workflow processes		
53	Ability to export inmate booking status to interfaces as required by this project for inmate locator, victim notification, etc.		
54	All-inclusive site license		
55	All future enhancements are included as part of the maintenance without additional cost		
56	Can be installed On-Premise, or on Microsoft Azure or later migrate from on-premise to cloud		

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	All text data searchable from one			
57	single place			
	Must be a Microsoft SQL database,			
58	supporting SQL 2019 Standard or			
	Enterprise			
	Enterprise			
	Built-in Two phase authentication			
59	without requiring third party			
	procurement			
	Must be a Microsoft Windows based			
60	application			
	100% Mak based DMC, support IF			
61	100% Web based RMS; support IE,			
01	Chrome or Edge with no client			
	installs			
	Supports "Network Load Balancing"			
62	to distribute the load and provide			
	fault tolerance			
	Uses "View state optimizer" and			
63	"compression" methods to reduce			
	network traffic and improve			
	performance of mobile RMS clients			
	performance of mobile Kivis clients			
	Is fully NCIC 2000 compliant			
64				
	Is fully GJ-XML compliant			
65				
<u> </u>	Drovidor protoction from single			
66	Provides protection from single			
	points of failure. Provides high			
	availability of fault tolerance and			
	prevents lost transactions in the			
	event of a major failure			

67	Supports live backups with no interruption of services			
0,	interruption of services			
60	Supports Active Directory integration			
68	for managing user access			
	Provides options for multiple			
69	databases such as: live, training, testing, etc. at user login; training			
	databases mirror live for capabilities			
	and codes. Training use should not			
	count towards user license			
	System has embedded SSRS Reports			
70	for report generation; Data			
	Dictionary will be supplied to user Agency			
71	Provides a bulletin board by agency to post shift pass-on information in			
, -	designated areas.			
	Dravidas magnete natify designated			
72	Provides means to notify designated users when an auto-review date is			
	met within any module; includes			
	ability to override dates based on			
	security			
72	Administrators can track entries			
73	made by users' personnel # and date of entry, change, or deletion			
	throughout system. Ability to			
	determine which user ran reports or			
	queries against database			

74	Ability to modify or create custom reports without involving the vendor			
75	Provides on-line help and complete documentation of all applications, screens and functionality.			
76	Address and name flags can be viewed in any part of the system by any user based on security			
77	Provides protection from single points of failure. Provides high availability of fault tolerance and prevents lost transactions in the event of a major failure			
78	Supports SQL 2019 Standard			
79	Runs on Windows 2012 server or Windows 2012 and IIS web server; off-the-shelf servers – no proprietary hardware; runs under Virtual/Hyper-V environment			
80	Must have the ability to define/populate user groups and the accompanying access to the system			
81	Must allow multiple users to be logged into the system, on the same modules working at the same time			
82	Contains user defined templates to be added to certain modules (disciplinary logs, assessments, inventory lists etc.)			

83	Templates are "tab-able," meaning the Tab button will move to the next field				
	Has an "autosave" function; in the				
84	event the user has to leave or close				
	the screen, users can re-open that				
	module and continue working in it				
	module and continue working in it				
	Data entered in one module				
85	transfers to another module (Name				
	record demographic data transferred				
	to the Booking screen)				
	Agency specific codes, tables etc. can				
86	be defined				
	be defined				
	Above referenced codes and tables				
87	can be printed for training and				
	potential modification				
	Must have a disciplinary and appeals				
88	process module				
	process module				
	Disciplinary process must have time				
89	computation capability (and by				
	extension including any special				
	management housing or status)				
	Must have spelling/grammar check				
90	similar to Microsoft Word				
	Must have an arthr Bruk Parts are				
01	Must have an online "Public Facing"				
91	service for inmates in custody, bond				
	amounts, charges etc.				
	Must have the ability to NOT post				
		1	1	1	
92					
92	juvenile arrests online				

93	Must have "Soundex" capability			
94	Has ability for scanned files to be attached to incidents, disciplinary reports, assessments etc.			
95	Must keep a "history" of name changes, room assignments, past arrests etc.			
96	Must have tools for records to be merged, or updated with information changes (address, automatic age update, phone numbers etc.)			
97	Must "geo-verify" addresses			
98	Online or embedded help, FAQ, or tutorial features			
99	Must have electronic signature capability			
100	Must have overwrite protections			
101	Must have a training tracking module for staff			
102	Must have a Training environment			
103	Must have the ability to void events upon release (so we don't have to post all events individually)			

104	Must have the ability to view, print and export reports based on any date, location, or entry type			
105	Can export select info into work documents (DOC property forms, Body Receipts, Property Release, etc.)			
106	Must have the ability to track the number of book ins and number of releases during a selected time period			
107	Must have the ability to interface to commissary account functions such as accepting credit card payments for accounts via phone, kiosk, or online			
108	Must have the ability to auto update all information as it is entered or changed			
109	Must allow for records to be merged at any time during an incarceration period and/or after			
110	Ability to search any field or combination of fields			
111	Must have a personnel scheduling module			
112	All pertinent information can be entered on the same screen			

			т т	
	Names record can be viewed/edited			
113	through active booking			
	Active booking can be started			
114				
114	through name record			
	Updates do not change preexisting			
115	customizations			
	customizations			
	Clearly notifies when a juvenile is			
116	booked vs adult			
	Ability to flag actions needed on			
117	inmates			
	Ability to add information on flags			
118				
	Officer/Agency info can be free text			
119	and code table			
115	and code table			
	New arrest # can be created for			
120	incarcerated charges			
	Information can be auto populated			
121	from other fields/screens			
			+	
	Must have the capability to track			
122	victim notifications			
		<u> </u>	+	
122	Ability to create actual state and			
123	federal reporting forms in PDF			
	format with fields auto populated			
	with related counts and information			

	1	 1 1	 ,
124	Users can create custom reports using SSRS		
125	System is installed with all appropriate state and federal		
125	reporting data values and		
	correlations		
120	Ability to track FOIA requests and		
126	status		
	Ability to track open records		
127	requests		
128	Ability to track fees associated to		
128	open records requests		
	Ability to add all documents supplied		
129	to the requestor or received from		
	the requestor (departmental forms,		
	etc.) as attachments		
	Ability to generate invoices and track		
130	payments related to open records		
	requests		
131	Ability to track history and time spent for open records fulfillment		
1.21	spent for open records fulliment		
	System includes a document		
132	management module		
	Sustam includes accorditation		
133	System includes accreditation management		

	r	 	 	
	Ability to query other customer			
134	agencies for names, vehicles, phone			
	numbers and mugshots			
	Must contain a "Help Desk" function			
135	for reporting of internal issues			
	for reporting of internal issues			
	"Help Desk " function must support			
136	tracking of reported issues through			
	to resolution.			
	to resolution.			
	Must contain user help in document	1		
137	format			
107	Ionnat			
	Must provide user help in a "How			
138	To" video format			
	Business Intelligence/Crime Analysis			
139	with real time Dashboard			
	Must contain an internal messaging			
140	system			
	Built in support for Microsoft Power			
141	BI dashboards			
	Multiple facilities can be "built" in			
142	the system			
	Software displays facility floorplans			
143				
	Custom labels can be created to			
144	define units, beds, etc.			

145	Must capture inmate's housing history			
146	Must have the ability to create an inmate roster for any housing area and for all housing areas			
147	Ability to modify the layout of the rosters			
148	Ability to move inmates from one place to another in a simple process			
149	Ability to create a report based on medical restrictions assigned to individual inmates			
150	System can separate housing between different facilities			
151	System can restrict the user's ability to move an inmate from one facility to another			
152	System can restrict the user's privileges based on facility			
153	System can assign permanent and temporary housing/bed; reserving both bunks			
154	Rosters can be printed that show permanent housing, temporary housing, and current location			

			1	1		
	Historical roster can be printed of					
155	assigned housing (i.e. inmates					
	assigned to a specific housing unit on					
	a specific date/time)					
150	Must have the ability to document					
156	significant events, such as housing					
	inspections, to a housing unit					
	location					
	Must have the ability to partition					
157	responsibilities, viewing capabilities					
1.07	and modification access					
	Users can enter an observation					
158	report on an inmate					
	Users can enter an infraction report					
159	on an inmate					
100						
	Users can enter an observation					
160	report on multiple inmates at one					
	time					
	Users can enter an infraction report,					
161	and connect multiple inmates to the					
1.01						
	report					
	Users can schedule events on a					
162	housing unit location					
	Ability to create custom report					
163	templates					
	Ability to issue a warning when the					
164	user closes a report/event/incident					
	without saving or completing it					
1		1	1			

	Ability to create an alert that will			
165	notify staff members when an			
	inmate should be kept separate from			
	another inmate for safety reasons			
	Ability to attach multiple reports			
166	from multiple personnel to the			
	infraction report			
	Ability to partition user reports of all			
167	kinds, based on the type of report			
	and the user status			
1.00	Ability to alert a user when an event			
168	is past due			
169	Ability to display safety alerts on an inmate			
105	Inmate			
	Ability to restrict a user's edit			
170	privileges on reports			
	System can show an inmate as "in-			
171	transit"			
	System can build a daily transport			
172	list from pending events?			
	System includes incoming and			
173	outgoing mail tracking			
	Law incident information (police			
174	report number) can be used			
	throughout the booking/intake			

	process? (presuming law uses a "pre- book" function where demographic/charging data is already populated)			
175	System can secure/seal (Expunge) bookings			
176	If a booking is sealed, other related tables also sealed (names, incident etc.)			
177	Ability to link an assessment in booking to the inmate services program			
178	Ability to create a report based on information entered into 1 strip search event or log			
178	Ability to auto calculate sentences based on our formulas. Can account for trusty, good, flat time, concurrent time, consecutive time and volunteer time as auto calculations			
180	Can indicate multiple counts of the same offense			
181	Bonding information and offenses can be seen in the same window			
182	Disposition of the offenses can be shown in the same window as the offense			

	A bond amount can be attached to			
183	multiple offenses			
	Must have an area to indicate case			
184	numbers			
	Must have a field to show types of			
185	dispositions			
	Must have a field to indicate court	<u> </u>		
186				
190	location in both drop down and free			
	text form			
	Must have a free text area to show	<u> </u>		
107				
187	special instructions on bond			
	information			
	Must have a field to show start	<u> </u>		
188				
100	date/time for sentences			
	Must have a field to show amount of			
189	days sentenced in days not months			
	or years			
	Formulas can be added to calculate			
190	good time on jail sentences			
	good time on jui sentences			
	System indicates once the sentence			
191	is ready to be completed			
	,			
	Must have a free text area for			
192	calculations and notes regarding			
	sentence changes			

	A historical record can be created		
193	and hidden when a sentence is		
	amended		
	Events show date/time entered as		
194	well as the date they will be		
	completed		
	•		
	Must have an option to		
195	automatically complete/close all		
	remaining events when an inmate is		
	released		
	Property screens have ability to		
196	enter multiple lines		
	-		
	Drop downs can be used to identify		
197	the common items and free text for		
	the rest		
	Reports can be run on any event		
198			
	Must have a report that shows all		
199			
199	bonds posted for a 24-hour period		
	Report be run on any type of hold		
200	Report be run on any type of nora		
200			
	Program has a fully functional		
201	training mode; users are able to		
	access all functions while in training		
	mode		
	Must have functionality for tracking	1 1	
202	historical changes such as who last		
	touched the record, when and what		
	changes were made		

	1	<u>т</u> т		
203	Program has an inmate account system that tracks fees, deposits, expenses, etc.			
204	Ability to interface with other programs NCIC/VINE/any other 3rd party vendor			
205	Must have functionality for virtual/off site book ins			
206	Program has functionality for the scanning of ID Cards/wristbands, etc.			
207	Program has an evidence tracking module to track items found in the jail			
208	System can record/track/report ethnicity and race records			
209	System allows access to criminal histories function			
210	System can populate forms relating to transports; Writs/bonds/detainers			
211	Must be able to track out of facility movement			
212	Must be able to export agency defined data to 3rd party vendors			

	Must have a D '	I	1		
212	Must have a Driver's license scanner				
213	function				
	Must have a supply management				
214	module (quartermaster)				
	Must have an employee scheduling				
215	program				
	Must have 24/7 surrent				
210	Must have 24/7 support				
216					
	Ability to keep juvenile and civil		1		
217	commitment records private				
	Ability to track foreign born inmates				
218					
	Ability to track Illegal Immigrants				
219					
215					
	Ability to denote start date (in				
220	facility or at jail); entry into the				
	facility				
	, , ,				
	Ability to create record of future				
221	inmate pending intake date				
<u> </u>	Ability to create sentence				
222	deductions for client programming				
	(Facility				
	Worker/Volunteer/Miscellaneous)				
	Ability to print out report with				
223	sentence calculation				

224	Workflow processes can be built for different types of client release based on type (successful, regression, escape, transport, writ, temporary absences)			
225	Ability to close client events/activities with ease, making some mandatory with action before closing			
226	Ability to auto generate release documents/forms attached to a person (i.e. Notice of Completion, initial assessments, etc.)			
227	Booking workflow is customizable			
228	Ability to see booking aliases used			
229	Must have tools for tracking DNA collection			
230	All names entered in the entire application go to a single place so they can be searched by any user			
231	New name entry does an automatic duplicate check and allows user to select an existing name, if available			
232	User can add flags at any time; allows for user-defined flags; flags have non-mandatory start and end dates			

233	Names are categorized as Adult, Juvenile, Business, and Other			
234	Search result easily identifies alias name vs. real name			
235	Option to view address and phone # without having to go to detail screen			
236	View detailed records for search results by clicking on item			
237	Master Name detail has tabbed format with all associated information in one place			
238	Master name detail provides the ability to cross reference the name with the following records associated with an individual, including but not limited to: arrest file, case details (all associated cases), property, citations, crash detail, alarm registration, civil process, warrants, field interviews, known associates, associated vehicles, businesses, and multiple photos, if applicable			
239	Associated activities are listed in Master Name detail in reverse chronological order			
240	Ability to branch from Master Name to case file without leaving original screen, and after return, ability to perform further branching from same list			

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241	Ability to view archived photos by clicking on picture displayed with			
	name record			
	Ability to capture new photos by			
242	camera, load from local PC, and attach to a name record			
243	Ability to capture agency-specific data through user defined custom			
	fields			
244	Accommodates an unlimited number			
244	of scars, marks & tattoos (SMT) for each name, including ability to enter			
	identifying text			
	SMT descriptors are searchable			
245				
	Names module allows tracking of			
246	Gang related information, such as			
	Gang names, sets, and known/estimated member counts			
	Gang information must include			
247	Identifying descriptors related to the			
	identified gangs such as colors or symbols used by the identified gang			
	Gang affiliations are tracked within			
248	the master name file			
	Mugshot ability available through			
249	booking entry screen, eliminating the need for external mugshot			
	systems			

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250	Supports expungement or deletion of records associated to a name (e.g., arrest entry, association to cases, citations)		
251	Expunged name is stored in a separate, secure file where it could be retrieved if court ordered		
252	Option to allow for deletion of names in case of mistaken entry		
253	Provides a mechanism to merge duplicate names		
254	Ability to select which data fields are correct where discrepancies occur during name merging process		
255	Provides option to select names from query results and allows any of the following: show on map (pin map); generate reports only on those selected names; export to spreadsheet		
256	Ability to plot all associated names on a pictorial flow chart diagram and show associations – Name Mining		
257	Ability to enter text into a comment or information into a confidential information field based on security		
258	Ability to automatically save old addresses when main address information is updated		

259	Ability to display, whenever a name is queried, a visual indicator notifying the user when an individual has a valid local warrant			
260	Ability to attach and view photos, scanned documents, or any Windows™ recognized file format (.mpeg, .wav, jpg, .png etc.)			
261	Ability to track 28CFR Compliance and send reminders for 28 CFR periodic verification			
262	Name merge will retain all activity and associations from all merged records			
263	Supports NIST package aspect ratio for mugshots			
264	Ability to create pre-booking medical questionnaires and attach to booking records			
265	Ability to interface booking entry with driver's license readers			
266	Ability to receive, track, and maintain complete inmate property record including storage location and descriptions			

267	Ability to support parent-child			
267	property tracking format (multiple			
	bags assigned to a single bin)			
	Ability to assign property to a			
268	facility, or to an inmate; ability to			
	transfer property across facilities			
269	Ability to audit inmate property and			
269	inmate assigned property within a			
	facility			
	Ability to print property sheets and			
270	support digital signatures; ability to			
	generate receipts			
	Ability to track inmates that are			
271	serving time outside of facility			
	serving time outside of facility			
	Ability for users to receive			
272	notifications when Name records are			
	accessed or edited			
	Ability to have a unique objective			
273	classification decision tree created or			
	added.			
	uuuuu			
374	Ability to build in or add logs or			
274	assessments outlining classification			
	information.			
	Ability to create logs or notifications			
275	indicating Security level for others to			
	view.			
		1		

276	Ability to create notifications of upcoming events.			
277	Ability to review legal status (offenses, bonds, sentences, etc.)			
278	Ability to review incidents in the jail (disciplinary actions, drug related incidents, emergencies, etc.)			
279	Ability to review historical data, such as logs, assessments and incidents.			
280	Ability to review demographic information of Inmates.			
281	Ability to document and review and modify notifications concerning other Inmates they are not allowed to be around.			
282	Ability to access reports concerning statuses, housing, release dates, etc.			
283	Ability to document or log large amounts of information concerning Inmates that is easily accessible by staff.			
284	Ability to review historical data, such as logs, assessments and incidents.			
285	Ability to enter logs or assessments of behavior.			

286	Ability to review incidents in the jail (disciplinary actions, drug related incidents, emergencies, etc.)			
287	Ability to create notifications for others concerning Inmate status (special needs, suicide watch, mental health hold, etc.)			
288	Ability to create notifications for others concerning Inmate status (trustee) as well as notifications to move Inmates.			
289	Ability to review sentencing information			
290	Ability to enter information to adjust sentencing information.			
291	Ability to review legal status (offenses, bonds, sentences, etc.)			
292	Ability to review historical data, such as logs, assessments and incidents.			
293	Ability to access reports concerning statuses, housing, release dates, etc.			
294	Ability to enter logs, incidents, or assessments of behavior.			
295	Ability to run special diet reports			

296	Interface with Medical Vendors?			
297	Inmate risk designation for various reasons (medical, suicide, hazards, etc.)			
298	Must have the ability to display charge data on same page (from arrest to disposition, sentence, release)			
299	Must have the ability to export biographical data to share w/other agency			
300	Ability to perform warrant billing entry, forfeitures			
301	Ability to perform billing as it applies to inmate records			
302	Ability to schedule transports based on location and time without the need for another system			
303	Ability to store forms, print forms and email forms automatically			
304	Ability to print a court schedule that includes time and location of event			
305	Provides for local agency inventory module			

	T			— <u> </u>	
	Ability to capture make, model, PO#,				
306	cost, serial #, and purchase date, at a				
	minimum				
L			+		
	Ability to assign property by division,				
307	section, unit, squad, or individual				
			++		
000	Allows for tracking of fixed assets				
308	and expendable items				
<u> </u>	Allows for daily or routine check	<u> </u>	+	<u> </u>	
309					
309	out/check in of inventory				
L					
	Provides for auto review date for	<u> </u>	+	 	
310	routine maintenance, required				
-	testing, or disposal				
	Automatically makes notification to				
311	inventory person of actions requiring				
	follow up				
	1		+		
	Must provide a Fleet module for				
312	agency owned vehicles				
			+	<u> </u>	
312	Fleet records must include				
313	maintenance tracking				
<u> </u>	Fleet records must include		+		
314					
514	associated inventory items				
L					
	Fleet records must include vehicle				
315	activity logs				
<u> </u>	<u> </u>		+]
	Ability to track training class		I I		
316	scheduling, instructors, class size,				
	· · ·				
	1				

	registrants, course results, location, topic, and length of class			
317	Ability to track training certifications and re-certifications by individual; notifications when certifications are due to expire; supervisors can view certifications based on security			
318	Ability to display scheduled courses on a calendar			
319	Records instructor time to apply toward certification requirements			
320	Ability to allow and track guest instructors and students and associated costs			
321	Ability to create, use, and attach tests and/or evaluation forms to a class for electronic completion by students			
322	Ability to track use of force incidents			
323	Ability for personnel to post and enroll in available training classes electronically via RMS			
324	Automatically attaches entered training records to employee personnel record			
325	Ability to create, use, and attach questionnaire forms in conjunction			

	,	 	 	
	with roll call training and personnel			
	evaluations			
	Integrated K9 module resides within			
326	RMS			
520	RIVIS			
	Allows for registration and tracking			
327	of K9s			
	Allows for tracking of individual K9			
328	specialties (e.g. narcotic hits,			
	tracking, search, etc.)			
	Ability to optomy of seize size		 	
220	Ability to enter veterinarian			
329	information including K9 visits			
	Ability to search all calls or cases that			
330	have K9 involvement			
	nave to involvement			
	Ability to track training of K9			
331				
	Ability to log K9 demonstrations			
332				
	Ability to receive, track, and monitor			_
333	all activity associated to Internal			
	Affairs complaints and investigations			
	Internal Affairs data is maintained			
334	separately and distinctly from			
	regular departmental names,			
	records and case management data			
	i coorus anu case management uata			
	Ability to restrict access to all			
335	Internal Affairs data and activities			

336	Ability to assign investigator(s), track history of efforts, and maintain case folder of reports, photos, video/audio files, and notes. Ability to reassign investigators			
337	Ability to notify management electronically of repeat or multiple complaints against any one employee.			
338	Ability to generate disposition letters to complainants			
339	Ability to track seized property or evidence separately from regular department property/evidence			
340	Describe how complaints or cases are generated and from what sources (CAD, RMS, other)			
341	Ability to track officer movements through GPS and/or AVL			
342	Ability to investigate and track cases involving other agency personnel			
343	Ability to complete reports and submit for supervisor approval and/or rejection			
345	Ability to generate quarterly or annual reports of activity based on complaint types and dispositions			

346	Ability to expunge or delete complaints, names of the accused, and cases based on department policy				
347	Ability to set thresholds for notifications for certain types of complaints for each employee			 	
348	Policies and directives can be created within the product				
349	Policies and directives can be reviewed and approved before distribution				
350	Policies and directives, once assigned, give confirmation that employees have read the document			 	

REV: 12-29-21

CAD

	General								
		1 1 1							
1.	a. The CT, DP or CCT may input data and interact with the system								
	using the following methods:								
	i. Descriptive forms and dialog								
	boxes								
	ii. Use of mouse and tab keys								
	iii. Buttons to select options								
	iv. Pull down and pop-up								
	menus to navigate								
	v. Drop down lines & combo								
	boxes to make selections								
	vi. Command lines								
	vii. Multiple command lines								
	vii. Multiple command mes								
	viii. Drop and Drag								
	 System prints each call to a dedicated transaction printer so 								
	full restore can be made to last								
	incident number in the case of								
	catastrophic failure								
	c. Describe all abilities to customize								
	CAD screens (i.e., font size,								
	colors, column width, sort of								
	columns and/or fields, etc.)								
	d. System provides training								
	database and training simulator								
	for 911 calls								
2	CALL TAKING								
	a. Ability to separate call taking from								
	call dispatching								
	b. Ability to take call for both police								
	and fire simultaneously if both are								
	required for call								
	c. Ability to place incomplete call								
	taking entry on hold while a more								
	critical call is taken and								
	dispatched								
	d. Ability to retrieve on hold call								
	without loss of entered								
	information								
	e. Ability to have multiple calls on								
	hold simultaneously.								
	f. During call taking, system								
	prompts user with CFS								
	SOP/Hazmat flags/Priority text								
	etc.								
	g. System visually indicates the call								
	location (map); blink current call								
	location upon verification								

h.	CT is able to handle call and finish the call without dispatching a unit						
i.	Ability for CT to dispatch call directly from call taker screen with permission (In progress calls)						
j.	System shows active running timer to indicate the amount of time CT is spending on call						
		Y	N	U	F	M	Comments

	k.	Ability to update closed calls				
	1.	System automatically populates				
	'··	appropriate fields in call take				
		screen from 911 dump				
	m.	Ability to create a call with only				
	····	location and call for service code				
	n.	The transfer of a "hot call" to DP				
		results in the following: DP is				
		prompted both visually and				
		audibly; CT retains the call for				
		adding additional comments				
		which in turn updates the DP as				
		they are entered.				
	0.	If the location is overwritten by CT				
		or DP, from either E-911 dump or				
		other means, the original call				
		location is retained in the call				
		record		_		
	p.	Ability to clone a call when additional agencies are added				
		without having to re-enter all call				
		information				
	q.	System prompts CT for possible		-		
	⁴	duplicate call based on location				
		entered. CT then chooses				
		whether to update original active				
		call or create a new call				
	r.	Ability to update a duplicate call				
		with comments, names, and				
		plates at a minimum.				
	s.	System sends notification to				
		Dispatcher when new call taker				
		call is added for dispatch.				
	t.	Ability to add multiple names,				
		plates and comments before				
	<u> </u>	sending to Dispatcher		_		
	u.					
3	D	ISPATCHING	I		11	
	a.	Provides visual indicator of unit				
	a.	status on status/entry screen				
	b.	Provide visual indicator of units				
	D .	logged in to mobile computer				
		logged in to mobile computer				

		Y	Ν	U	F	М	Comments
j.	Ability to update calls, add hot comments or display call details directly from dispatch screen status line						
i.	Ability to create scheduled CAD calls for service anytime in the future, by any CAD user.						
h.	Ability for GPS based unit recommendation to select available units based on their location and to determine the shortest path to the incident from the unit's location.						
g.	Unit recommendation feature – both police & fire; describe						
f.	At minimum, the ability to use drag and drop or an improved method to quickly dispatch multiple units to a call						
e.	Ability to manipulate screens with use of keyboard or mouse or combination of both						
d.	Ability to update multiple units simultaneously						
C.	Ability to toggle between Map Status and Text status on a key stroke						

k.	Call details screen include call #, location, nature of call, date and time of dispatch with additional information screens available including but not limited to: CAD comments, flags, names, premise history, unit history, reporting, NCIC returns, SOP's			
Ι.	Tabbed format for CAD screens and use of hot keys to designate screens			
m.	Ability to hide either police units or fire units from status screen			
n.	Inquiry screen displays most recent calls for easy reference; agencies are able to decide by parameter setting if they choose to see past 8, 16 or 24 hours			
0.	Premise history provides the ability to sort by type of call.			
p.	Ability to update closed calls			
q.	Ability to place follow-up units on closed calls; system date/time stamps follow up action on original closed call with unit information and additional comments.			

	Y	N	U	F	M	Comments
to respond to calls outside their prime jurisdiction						
agency; allows servicing agency						
not primarily assigned to the						
Systems allows dispatch of units						
security.						
Ability to add dispatch comments after the call is closed based on						
Ability to change prime unit after call is closed based on security						
Dispatch comments include reference to any flags reviewed by user ID, date and time						
date/time stamp; comments include flags reviewed by user ID						
Dispatch comments differentiate between user initiated actions and system controlled action with						
Names inquiry produces alerts and open warrants						
Names inquiry produces photo if available						
System has mobile messaging capabilities						
System provides an intuitive way to perform a command on a unit						
Context help on the units/call to perform next logical command code						
Ability to search for calls by date/time, CFS (both police and fire), unit, personnel #, location-or any combination						
Abilit	v to soarch for calls by	v to search for calls by	v to soarch for calls by			

CC.	Building owner files and key			
	holder information from validated			
	addresses or common place			
	names is accessible to both			
	police and fire dispatchers			
dd.	System allows for the display of			
	road closures due to construction,			
	block parties, festivals, etc. on an			
	integrated map.			
ee.	Ability to set alerts that display in			
	both CAD and Mobile devices.			
	Must have ability to set frequency			
	of display and get visual alert			
ff.	Ability to pre-empt one or more			
	units at a time and hold the call or			
	return it to the stack if no unit is			
	presently assigned.			
gg.	Ability to date/time stamp when			
	an officer arrests someone and			
	activity is marked or noted as			
	"subject in custody".			
hh.	Ability to click on unit to view			
	personnel information			
· · · ·				

	ii.	Ability to query special skills of					
		personnel (Spanish-speaking, Evidence Technician, etc.)					
	jj.	Ability to add a flag for the					
	11.	address if not already entered					
	kk.	Ability to use a command line,					
		multiple command lines and					
	.	ribbon menu Ability to see previously used	 				
	11.	command line to update and	1				
		execute as needed	1				
	mm	a. Ability to merge duplicate calls					
	nn.						
		Ability to link (cross reference)					
		calls					
4		CIC					
	a.	System allows for Query directly					
		from CAD					
	b.	Ability to query State System/NCIC 2000 screens					
	c.	Returns for plates and driver files					
		are attached automatically to a					
		call and be viewable in the call	1				
	4	details screen Queries also search database					
	d.	and indicate local hit that can be					
		displayed					
	e.	Returns automatically display in					
		one page format (must display all	1				
		responses for one request in one	1				
		document)	 				
	f.	Returns to be placed in printable format	1				
		Ability for user to set hit words to	 				
	g.	highlight in NCIC responses.					
	h.	Ability to import NCIC names and					
		vehicles into RMS.	1				
	i.	Plate checks automatically query					
		registered owners' names for	1				
	<u> </u>	wants/warrants and driver files	 				
	j.	System captures latitude and	1				
		longitude for each NCIC query in CAD and mobile CAD.	1				
	k.	Plate check supports query of			-		
		NLETS.					
5	M	APPING					
	a.	Display is interactive					
	b.	Display with indicators for location					
		of calls; indicators differentiate between police and fire calls					
	c.	Display indicator to designate					
	0.	location of GPS equipped units					
	d.	If a unit stops sending GPS data,					
		there is a visual alert on the map					

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		to indicate the latitude/longitude information is out of date						
	e.	Units on the map are color coded					<u> </u>	
	0.	to indicate available or						
		unavailable status.						
	f.	Provide mouse over feature to display call detail information						
	g.	Incident related information is						
		available for the purpose of crime						
		analysis charting without re-entry						
		of call data.						
	h.	In the mobile application,						
		mapping should display the route						
		to the call from the current						
	<u> </u>	location of the vehicle.	ļ					
	i.	User should have the ability to plot a route from current location						
		to new destination.						
		to new destination.						
	j.	Map layer shows road closure						
		information such as construction,						
		block party, traffic light outage or						
	<u> </u>	other hazard.						
	k.	Road closure information is						
		available in CAD, Mobile, RMS and citizen portal.						
		and chizen portai.						
	Ι.	Ability to create geo fence with						
		notification to CAD when a unit						
		enters or leaves the defined point						
	_	or area.	ļ					
	m.	Messages can be sent to a unit or						
		units by selecting those unit(s) on the map.						
		the map.						
	n.	Mapping in mobile unit allows						
		user to query the proximity for						
		such items as: warrants, flags,						
		gun permits, arrests and house						
-								
6	_	ISCELLANEOUS CAD FUNC			Y		1	r
	a.	Option to display printed fire run ticket on screen						
	b.	Automatically prints fire run ticket	<u> </u>					
	-	at station printers (rip and run)						
	C.	All data transfer between client						
		and server is encrypted and						
		compressed						
	d.	Clients cannot run from						
		unauthorized terminals						
	e.	Dispatch log provided						
	f.	Option to playback AVL history		1	1	1		
		with various options like						
		date/time, unit selection, interval,						
	+	etc	<u> </u>					
	g.	Option to query against linked systems						

h.	Supports multi-juris and co-juris dispatch as a core function			
i.	Ability to track and follow, or untrack and hide units.			
	CAD status overflow must have			
J.	an efficient way to manage calls			
	and units without paging down or			
	truncating too much information			
k.	Ability to on-duty and off-duty			
	units for future dates. Ability to			
	re-create 24 hour units that may			
	or may not be part of unit			
	recommendation tables.			
I.	Ability to display triggers from			
	mobile units – Triggers user			
	defined			
m.	Ability to set call timers either			
	globally or for individual calls			
n.	Ability to display real time live			
	feed video from IP-based			
	cameras for dispatched locations			
0.	Ability to allow for			
	business/residential owner's to			
	update contact/key holder			
	information via the WEB			
p.	Ability to log in to RMS from CAD			
	without having to sign in with user			
	name and password			
q.	Messages can be sent as BOLO			
	from CAD, RMS or Mobile CAD.			
r.	Ability to print call summary report			
	including any SOP text			
	associated with the call used by			
	either Call Taker or Dispatcher. Ability to enter towing information			
S.	and attach to call.			
t.	Ability to maintain tow rotations or			
.	other vendor rotations.			
	Ability to log comments regarding			
u.	tow and tow vendors			
v.	Ability to skip tow vendors, keep them on top of list or move to the			
	end of the list depending on			
	documented reason.			
w.		<u> </u>		
	data as required by state statutes.			
X.	Ability to customize units based			
^.	on agency and status by color			
y.	Ability to mark unit down and			
^{y.}	document reason regardless of			
	availability status.			
			I	

CAD Interfaces

1 Ability for CAD to CAD functionality □ □ □	
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		1		1	
2	Ability to use ProQA or similar				
	software				
3	Ability to integrate with Rapid SOS				
-	Enhanced application				
4.	Ability to interface with Paging and				
	Toner software				
5.	Ability to integrate with active shooter				
	or other emergency alert system				

MOBILE

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Mobile/Field Report Writing Requirements

1	System provides large pop-up display when dispatched to an assignment			
2	System provides dispatched call spoken to officer indicating location and nature of call			
3	Unit can acknowledge receipt of call on mobile computer			
4	Unit can place itself on scene from mobile computer			
5	Unit can update call from mobile computer – Comments, Names and vehicle information			
6	Unit can finish call from mobile computer			
7	The call inquiry screen has all the features of a CAD call inquiry screen			
8	The call detail screen has all the features of a CAD call detail screen			
9	NCIC query screen has all the same capabilities as CAD NCIC query screen			
10	Ability to print NCIC return page to a station printer			
11	Messaging capabilities include: car to car, car to dispatch, car to terminal and car to individual; users are prompted with flag and/or voice that new messages arrived and not yet read			

	Hot comments attached to call by				
12	dispatch are spoken to unit as well as				
12	displayed based on setup				
	All mobile screens display the same				
13	as CAD (i.e., tabbed with hot key				
	feature and similar capabilities to				
	customize)				
	System provides for an officer	 -			
	initiated traffic stop screen and an				
14	officer initiated investigation screen				
	from mobile unit or CAD				
	System provides full access to entire	 -			
	RMS including but not limited to:				
15	viewing of mug shots and				
	attachments, query special skills, text				
	search and any other RMS data				
16	System provides for all the RMS				
10	query capabilities by local agency based on security				
	based on security				
17	Touch screen buttons are large and				
.,	easy to use				
	Ability to enter reports directly into				
18	RMS system from mobile computer				
	Ability to enter report information on a				
19	notepad or similar function in the call				
	to be available for cut and paste into				
	formal report narrative in RMS.				
	Ability to enter arrest date/time in				
20	CAD call to be brought forward into				
	the arrest report in RMS.				
	Mobile Report entry has same				
21	options and screens as RMS report				
	entry				
		 _			
22	Supervisors can review and approve				
	reports from mobile computer				
	System provides a status map				
23	indicating location of all calls and				
	GPS equipped units				
	Mobile map displays route to call	 			
24	upon acknowledgement of				
- '	dispatched call				
0.5	Mobile map displays updated route				
25	when unit deviates from displayed				
	route for GPS equipped units				
26	System visually indicates speed,				
	altitude, GPS position and direction				

	for GPS equipped units; GPS positions are logged in the server			
27	System provides an option to playback AVL history with various options such as: date/time, unit, interval at minimum			
28	All mobile transmissions are encrypted and compressed			
29	Supervisors can view CAD status in mobile unit			
30	Ability to query and print report showing all reports submitted by data parameters.			
31	Ability to track profiling information from the mobile unit			
32	Names and vehicle information can be added to a call by the mobile user. Entry screens can be populated from NCIC query returns			
33	NCIC queries can be conducted directly from name or vehicle entry screen while on a call and return information must be attached to the call detail			
34	All names/vehicles that are entered into the system as part of a call must be available in RMS as an name/vehicle record			



Attachment "B " OCSO PROPOSAL



Next Generation Public Safety Software

ProPhoenix Corporation

502 Pleasant Valley Ave Moorestown, NJ 08057 Phone: 609-953-6850 Web: www.prophoenix.com

Appendix A (Law and Fire CAD-RMS-WDA-CSP)

Okaloosa County Sheriffs Office Attention: Captain Ronald Kimble

50 2nd St Shalimar, FL 32579 Phone# 850-651-7410 Proposal# 22-000148 Date : 08/02/2023 Valid Until : 08/25/2023 Submitted By: Jenkins, Frederick W Phone# 609-257-1885 X1360 E-Mail: fred.jenkins@prophoenix.com

Proposal

Dear Captain Ronald Kimble,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- Integration of 3rd party tools which are transparent to the end user
- \checkmark A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- \checkmark Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- \checkmark Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- 🗸 🛛 An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)
- Adherence to Criminal Justice Information Security Policy, State specific Security Policy and Standards.

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.

Acceptance: By: Okaloosa Coupty Sheriffs Office ProPhoenix Corporation 9/11/2023 08/31/2023 a Signature Signature Date Paul Hoppe Vice President Print Name Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited unless otherwise required by law. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company unless otherwise required by law.



Total Solution Cost :

Cost	\$ 989 ,2 45.00
Discount	-\$ 88,000.00
Final Proposal Amount	\$ 901,245.00
Annual Support and Maintenance	\$ 143,771.10

Cost Summary:

*A.S.M: Annual Support & Maintenance

tegory	Cost	Discount	Total Price	A.S.M
oPhoenix Items				
Application Software	497,500.00	0.00	497,500.00	53,350.00
Interface	273,495.00	0.00	273,495.00	53,446.10
Citizen Services	3,600.00	0.00	3,600.00	2,400.00
Custom Job	3,500.00	0.00	3,500.00	0.00
Installation	5,750.00	0.00	5,750.00	375.00
Conversion	74,000.00	0.00	74,000.00	0.00
Training	59,200.00	0.00	59,200.00	0.00
Project Management	38,000.00	0.00	38,000.00	0.00
3rd Party Software	22,160.00	0.00	22,160.00	22,160.00
Mobile App Feature	12,040.00	0.00	12,040.00	12,040.00
Discount	0.00	-88,000.00	0.00	0.00
	ProPhoenix	Items Total :	901,245.00	143,771.10

Proposal total

Customer Signature

9/11/2023

901,245.00

143,771.10

-88,000.00

Date

989,245.00



ProPhoenix Corporation

Item Details:		
	Item Name	Qty
Application Software		
CAD-CLI-MJ-SITE	CAD Client - MultiJuris - Police/Fire/EMS (Site License)	1
CAD-SER-MJ	CAD Server - Multi-Juris Police/Fire/EMS	1
CAD-STA-SITEP	CAD Status Client - Police/Sheriff (Site License)	1
	The Fire CAD Status Client (Site License) will be part of this line item at no additional cost.	
PNX-IA-LAW	IA - Phoenix Internal Affairs (IA)-Site License (Law)	1
	Cloud services do not apply. The solution will be on-premise.	
RMS-LAW-SCHED	Law Personnel Scheduling Module	1
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)	1
RMS-SER-MJ	RMS Server - MultiJuris - Police	1
WDA-CLI-PF-SITE	WDA (Mobile) Client - Police/Fire/EMS (Site License)	1
	400 MDT's between Law and Fire	
WDA-SER-FIR-MULT	WDA (Mobile) Server - Fire/EMS - Multi Juris	1
WDA-SER-POL	WDA (Mobile) Server - Police	1
	This is a Multi-Juris Server	
WDA-SER-APPFD	WDA - FD App Server License for Tablet and Phone	1
WDA-SER-APP	WDA - PD App Server License for Tablet and Phone	1
<u>Interface</u>		
INT-TASER-AXON	Interface - Axon Body Camera Video	1
INT-FH-RMS	Interface - CAD to ESO FireHouse RMS	1
INT-DATWKS-RAPID	Interface - DataWorks Rapid ID	1
INT-ESRI-BUNDLE	Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)	1
INT-FL-DAVID	Interface - Florida DAVID (Driver and Vehicle Information Database)	1
INT-FL-ETRAF	Interface - Florida e-Citation writer This functionality includes Boating Citations,	1
	Warnings, DUI's and NTA's	
INT-FL-CRASH	Interface - Florida e-crash reporting	1
INT-FL-UTC	Interface - Florida e-UTC citation This functionality includes Boating Citations,	1
	Warnings, DUI's and NTA's	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
INT-FUSUS	Interface - FUSUS	1
INT-KGIS-NET	Interface - Key Global Information Sharing	1

ProPhoenix Corporation

CON-DATA-IAPRO	Data Conversion - IA Pro	1
	Smartcop Crash Data Conversion to include Windows supported crash diagrams provided by your agency.	
CON-CRASH-REPORT	Data Conversion - Crash Reports	1
CON-PACKTRACK	Conversion - packTrack k9 to ProPhoenix RMS K9	1
CON-DOCUWARE-DOC	Conversion - Docuware Documents to Prophoneix	1
<u>Conversion</u>		
POWERBI-ENT-CFG	Power BI Configuration for SQL Enterprise or Standard	1
INT-LINX-REQ	Installation - LInX Set Up, Configuration and Training	1
GOOG-MAP-SETUP	Installation - Google Map Setup and Configuration	1
Installation		
CUS-REP-SSRS-PD	Custom Reports - SSRS Police Management	2
Custom Job		
CIT-SETUP-MJ	Citizen Services - Initiation and Setup - Multi Juris Agency	1
CIT-SUP	Citizen Services (Crime View) - Annual Subscription	1
<u>Citizen Services</u>	~ *	
	Your agency will pay ProPhoenix for the Liveswitch fees as part of your annual maintenance costs. Usage will be reviewed on an annual basis and fees will be adjusted accordingly.	
PNX-LIVESTREAM	Phoenix Live Stream to Dispatch	1
INT-CIIP-OKALOOS	Interface-Bi Directional to Okaloosa County CJIS Informational Portal	1
INT-VESTA911	interface - Vesta 911	1
INT-CAD-TXT2DISP	Interface - Text2Dispatch	1
INT-NAV-TYLER	Interface - RMS to Tyler Navigator	1
INT-RAPIDSOS-II	Interface - RapidSOS CAD Interface	1
INT-PROQA-FD-EMS	Interface - Priority Dispatch Pro QA Bundle for Fire and EMS	1
INT-PROQA-LAW	Interface - Priority Dispatch Pro QA (LAW)	1
INT-CAD-STREETWI	Interface - Phoenix CAD to StreetWise Fire Data Export	1
INT-EMERGREP-RMS	Interface - Phoenix CAD to Emergency Reporting RMS	1
INT-NCIC-SER-BU	Interface - NCIC Server TCP/IP (Entries and Queries)	1
INT-NAV-LINX	Interface - LInX/D-DEx	1

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Q	ProPhoenix Cor	poration
CON-SMARTCOP	Data Conversion - SmartCOP All Smartcop data will be migrated over to ProPhoenix as long as ProPhoenix has related fields.	1
CON-GC <u>Training</u>	Populate Geo (Address)	1
TRN-GO-LIVE	Training - On-Site Go Live Support Travel expenses are included in this proposal for allocated training days.	5
TRN-POST-LIVE	Training - On-Site Post Go Live Travel expenses are included in this proposal for allocated training days.	5
TRN-ONS-SPECIAL	Training - On-Site Specialized Training Administrators Travel expenses are included in this proposal for allocated training days.	5
TRN-ONS-SYSADM	Training - On-Site System Administrator Training Travel expenses are included in this proposal for allocated training days.	7
TRN-ONS-TTT	Training - On-Site Train the Trainer Travel expenses are included in this proposal for allocated training days.	15
<u>Project Management</u> PM-GEN	Project Management and Professional Services	1
3rd Party Software		
GOOG-MAP-SAAS Mobile App Feature	Google Map Subscription	277
RMS-APP-SCH-SITE	Mobile App for Scheduling Module (Site License) Your multi-juris agencies can use this feature.	1
<u>Discount</u>		
PNX-DISC-FL	Discount - Florida Agency Discount	1



Terms & Conditions

Application Software

CAD Client - MultiJuris - Police/Fire/EMS (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft . Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

CAD Server - Multi-Juris Police/Fire/EMS

Customer is responsible to provide server and client hardware with minimum requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

CAD Status Client - Police/Sheriff (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

IA - Phoenix Internal Affairs (IA)-Site License (Law)

ProPhoenix Internal Affairs is a full featured solution designed to support the standards held by most law enforcement agencies. Using the latest Microsoft Technologies, and configured with an independent SQL database that does not allow access outside of an authorized IA user list.

Built on the same .NET and browser based technologies as our ProPhoenix suite of products, any authorized user can access this system anytime, anywhere.

- · Independent product with no access from regular CAD and RMS users
- · Easy to understand User Interface
- Complaint Entry Anywhere, Anytime
- Case Management
- Effective Notification and Early Warning Systems
- Full Reporting System
- Automated Correspondences and Statistical Reports
- Phoenix integrated Video Interview Module is compatible with IA (Optional)

Subscription (Cloud) Accounts: Because the IA module does not contain NCIC access, ProPhoenix utilizes the standard Microsoft Azure Cloud service and not the NCIC required Government Cloud Service.

Law Personnel Scheduling Module

COTS Law Enforcement Scheduling Module will be configured to meet the agency requirements. Custom programming may be at additional cost.

RMS Client - MultiJuris - Police (Site License)

Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the

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minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

RMS Server - MultiJuris - Police

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third-party Map functions, the appropriate Mapping licenses are required.

Included with an RMS License:

Accounting Accreditation Assistance Activity Log Alarms Arrest Entry Attachments Barcoding CAD Details Camera Interface **Case Management** Citation Tracking Citizen Services (Internal functions) Civil Process Clery Reporting (if applicable) CompStat Report Contacts Crash Reports Crime Analysis BI **Details Worked Billing** Document Management **Domestic Violence Tracking** Drug Overdose

e-Attachment Capabilities **Employment Application Tracking** e-Signature Capabilities Expungement False Alarm Billing Field Interview Fleet Maintenance Ganos Module **GEO Management** Global Text Search Help Desk Module Incidents Inventory K-9 Mapping Master Search MS Excel Export Mugshot and Line Ups Municipal Jail Cell Checks Name Mining Names Notification Features

Pawn Entry Parking citations PDF Form Support Permits Personnel Management Personnel Scheduling Property Room Records Redaction Features Report Entry and Approval Social Media Profile Tracking SOR/Career Criminal Registry SSRS Reporting Capabilities Stop Profile Towing Traffic Training UCR and/or NIBRS Use of Force Vehicle (Plates, VIN, etc.) Warrants and Protective Orders

WDA (Mobile) Client - Police/Fire/EMS (Site License)

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software. Any GPS device that can be connected via serial port or USB which output's data in NMEA2 format can be used with WDA. WDA will automatically detect the GPS existence with no configuration.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

WDA (Mobile) Server - Fire/EMS - Multi Juris

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

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To use third party Map functions, the appropriate Mapping licenses are required.

If applicable, on-site will require travel costs that are the responsibility of the customer and will be billed upon completion.

WDA (Mobile) Server - Police

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software to satisfy CJIS requirements such as compliance with *FIPS 140-2* Encryption Requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required.

WDA - FD App Server License for Tablet and Phone

WDA App works with IP based communication. Customer is required to procure the necessary hardware, software, and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA App server. ProPhoenix recommends NetMotion Mobility Software or establishing a public IP with SSL encryption enabled.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required.

WDA - PD App Server License for Tablet and Phone

WDA App works with IP based communication. Customer is required to procure the necessary hardware, software, and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA App server. ProPhoenix recommends NetMotion Mobility Software. If this is an unsecured mobile device CJIS Security Requirements mandate 2 Factor Authentication. ProPhoenix provides 2FA at no additional cost. If needed, contact support for assistance with 2FA.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. App server supports iPad, Android and Windows Surface Pro

Interface

Interface - Axon Body Camera Video

A CSV File will be created containing the following fields -

```
Event_ID ( Call #)
Officer_Badge_ID
Officer_Dispatched_DateTime
Officer_Cleared_DateTime
Report_Number ( Case #)
Category
Tag
Title
Street
```

ZIP_Code

City State

ProPhoenix is sending the information of Prime Officer, date, time, IR number etc to Axon by scheduled job interval. They are attaching this info to their video file so agencies can search in the Axon system using Phoenix information. Currently, they can look up video by officer or date and time. This allows them to look up video with Case Number Prime officer locations, etc.

No information is saved to the ProPhoenix database.

Interface - CAD to ESO FireHouse RMS

One way push of CAD data. The Fire House interface from CAD generates a XML file whenever a Fire CAD Call is completed, the XML file that is created in the output path specified in the external interface screen(4070). The XML File includes eight major sections such

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ProPhoenix Corporation

as •Incident Location •Time •Other •Patient •Unit •Personnel •Involvements •Mutual Aid Scope: 1) Fire house will be generating XML file when CAD Call completes. 2) External interface server will post the file in the specified location.

Interface - DataWorks Rapid ID

ProPhoenix will provide a one way push, or pull, of data to DataWorks Rapid ID. ProPhoenix will work with DataWorks on the required fields necessary for the interface.

Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)

- 1. Auto update new Addresses from ESRI into Phoenix
- 2. CAD and WDA will use ESRI map in place of a 3rd party mapping product.
- 3. RMS: ESRI map is used any place we show map such as Geo Analysis, AVL Replay, Master name etc)
- 4. RMS: ESRI layers can be pulled into RMS directly from ESRI which avoids duplicate layer creation in Phoenix

Interface - Florida DAVID (Driver and Vehicle Information Database)

Florida DAVID - <u>The Driver And Vehicle Information Database (DAVID)</u> is a multifaceted database that affords immediate retrieval of driver and motor vehicle information that is indispensable for law enforcement and criminal justice officials. DAVID is the primary reporting mechanism for Fatalities and Serious Bodily Injury (FSBI). <u>https://www.flhsmv.gov/courts-enforcement/david/</u>

Interface - Florida e-Citation writer

FLtraffic citation form generation, RMS population, and electronic submission to the State of Florida (if available). Customer must assist with submission testing and data certification with the state. There is NO per ticket fee association with our interface. Included with this feature is the decoding software bundle required to auto populate (from the Drivers Licesne) the data fields in the citation. This software bundle works with the e-seek M260 DL swipper. Also included in this bundle is the ability to print the citation to an in vehicle printer.

Interface - Florida e-UTC citation

FL traffic citation form generation, RMS population, and electronic submission to the County Clerk of Courts. Customer must assist with submission testing and data certification with the state. There is NO per ticket fee association with our interface. Included with this feature is the decoding software bundle required to auto populate (from the Drivers License) the data fields in the citation. This software bundle works with the e-seek M260 DL swipper. Also included in this bundle is the ability to print the citation to an in vehicle printer.

Interface - FUSUS

ProPhoenix will work with customer to develop a one-directional interface from CAD/RMS to FUSUS crime center platform. Requirements to be determined.

Interface - Key Global Information Sharing

KGIS.Net interface provides the access to share certain information securely among other Phoenix users without duplicating the data (including index replication). Customer will have to open read-only access to Company KGIS Server. Customer has some options to limit the amount of detail information that can be shared. Data communication is based on GJXML schema.

No data is stored, or viewed by ProPhoenix. We simply provide a message switch to direct queries between agencies.

Interface - LInX/D-DEx

Law Enforcement Information Exchange (LinX) is transforming the way it shares the law enforcement information with its federal, state and local law enforcement partners to exchange of criminal justice information that is complete, accurate, and timely to prevent the crime and systematically improve the investigation and prosecution of criminal activity.

This release of the Linx/D-DEx is based on the NIEM Template Requirements document and contains written documentation, sachems, instance documents, style sheet, a mapping spreadsheet, and additional documentation. The Linx/D-DEx will promote a standard for information sharing on a national level for law enforcement and criminal justice entities.

Interface - NCIC Server TCP/IP (Entries and Queries)

New development for NCIC Queries and Entries/Modifications. This interface not allow for queries, entries, modifications, cancellations, etc.

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NCIC will take a minimum of 3 months to complete from the time of the meeting with the state and Customer.

Customer Responsibilities:

- Initiate conference call between State, Customer & ProPhoenix
- Determine the customer NCIC/CAD server & State server Nat Map IPs (State IP & CAD IP Map)
- NCIC/CAD server should able to Ping the State IP & Port#. The same way state need to communicate back to NCIC/CAD Server.
- Customer & State need to confirm the IP communication between Customer server and State Server.
- Provide transaction query list confirmation to ProPhoenix and to the State

ProPhoenix Development Responsibilities:

- NCIC communication channel between state IP & Port# and customer server
- Transaction query list (provided by customer as per above) plate query, DL, name query & III.
 Transaction query list should contain around 12 to 18 queries. The State can limit the amount and types of queries allowed to be submitted through the interface.
- CAD & RMS need to add necessary UI based on transaction query list and business process such as follow up query based on NCIC response.
- Demonstrate to customer if customer is satisfied then notify the state.
- State Approval for production
- State will pick up the date for review and approval and organize the conference call to the State, customer & ProPhoenix.
- State will ask customer to run each query and the state will verify the NCIC response.
- If anything goes wrong the State will reschedule.

NCIC Go live to be approved by the state and ProPhoenix does not have any control over this.

Interface - Phoenix CAD to Emergency Reporting RMS

The information ProPhoenix will be pushing to Emergency Reporting is:

- Call Type
- Address
- Caller Info
- Apparatus with Response Times
- CAD Notes
- Time/ Number

Interface - Phoenix CAD to StreetWise Fire Data Export

The information ProPhoenix will be pushing to StreetWise is:

- Call Type
- Address
- Caller Info
- Apparatus with Response Times
- CAD Notes

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Time/ Number

Interface - Priority Dispatch Pro QA (LAW)

Certified Interface to Pro QA. This would provide the dispatcher the correct protocol for handling Law Enforcement emergencies and provide (via ProQA) the information to assist with Emergency Law Enforcement Service Dispatching.

Interface - Priority Dispatch Pro QA Bundle for Fire and EMS

Certified Interfaces to Pro QA. This would provide the dispatcher the correct protocol for handling EMS medical emergencies and Fire Department dispatching and provide (via ProQA) the information to assist with Emergency Medical and Fire Dispatching.

Interface - RapidSOS CAD Interface

RapidSOS provides life-saving multimedia, health profile, and real-time incident data from connected devices directly to 9-1-1 and first responders. RapidSOS works closely with mobile device manufacturers such as Apple and Android to get accurate location information along with emergency data when a 9-1-1 cell call is made.

- Automatically show RapidSOS data in a separate browser when a 9-1-1 call is received.
- Retrieve current device coordinates (Latitude and Longitude) from RapidSOS using a web service.
- Plot the incident location on the map in CAD and Mobile using the obtained coordinates.
- Set up an automatic rebid process with CAD to continuously update the location on the map such as while riding with Uber.
- Phoenix Enhanced CAD Interface Capabilities offers integration with Phoenix CAD. Emergency data associated with the cell number is sent to Rapid SOS, retrieved and stored from within CAD as part of the call. Pertinent data field will be saved and searchable. Phone vendors and other Rapid SOS partners may not allow all data to be passed to CAD via the Rapid SOS API. ProPhoenix can only display data provided by the Rapid SOS API.
 - Due to privacy considerations with Apple and Google medical information will no longer be integrated into the CAD history.

Please see <u>https://info.rapidsos.com/prophoenix</u> for more information.

Interface - RMS to Tyler Navigator

Two-way interface from RMS to Tyler Navigator. Pushing court information and pulling dispositions to/from RMS.

NOTE: Tyler API is required for ProPhoenix to complete this interface. The cost, which will be high, is the customers responsibility to negotiate. ProPhoenix cannot obtain this from Tyler.

Interface - Text2Dispatch

Unless provided by ProPhoenix the agency must purchase a phone number from our partner, Twilio, and set up an account with them.

ProPhoenix will manage the billing and payment for the Txt2CAD interface with Twilio. Customer agrees to pay the estimated annual cost for the upcoming year. The initial estimate will be billed separately and thereafter added to the maintenance and support invoice. Annually, it will be reviewed against the actual usage and a new estimate will be provided and the amount adjusted on the support invoice. Any overage will be adjusted against the upcoming billing cycle and any under payment will be billed to the Customer in accordance with ProPhoenix's standard invoice procedure

In a multi-juris configuration each PSAP gets its own phone number. You can also port your own local number into Twilio at no cost.

The agency purchases from ProPhoenix the appropriate Text2Dispatch license (single or multi-juris)

ProPhoenix will configure the interface and enable the license.

Each phone number currently costs \$1 per month

Each text message currently costs \$0.0075 per message. (Example - 200 message/day will cost \$45.00 + \$1 = \$46/month.

Prices from Twilio may change so for current price information please check: https://www.twilio.com/pricing.

Interface-Bi Directional to Okaloosa County CJIS Informational Portal

Bi-directional interface to a future county portal for sharing information between criminal partners through an API. Specfications to be determined between ProPhoenix and the Customer.

Phoenix Live Stream to Dispatch



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LiveStream to dispatch interface uses third party company Live Switch (https://www.liveswitch.io/) for all video streaming and recording and Twilio for sending text messages. Annual subscription cost is based on average number of 911 calls received by the dispatch so the amount will be subject to revision annually. Phoenix Text2Dispatch is required for Live Stream interface. Average streaming resolution is 720. Call lengths are limited to roughly 60 minutes w/5 users.

Video will be recorded in the cloud which is managed by Live Switch subject to their terms and conditions. Video URL is made available as part of the call for play back.

Citizen Services

Citizen Services (Crime View) - Annual Subscription

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions.

Citizen Services - Initiation and Setup - Multi Juris Agency

Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions. Each identified agency will have its own site.

Custom Job

Custom Reports - SSRS Police Management

ProPhoenix will create, install, test and support a custom report created per user requirements:

- 1. Customer Aging Detail-Alarms
- 2. Customer Aging Detail-Detail Bill
- 3. Customer Aging Summary Alarms
- 4. Customer Aging Summary Detail Bill

Tasks

Police Report

(Effort in Hours)

Requirement Analysis	2
Review with onsite	-
	1.5
Design & Development	16
Unit Testing	
Code Review	1
	1
QA/Onsite Testing	2
Adding report to customer setup	
	0.5

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Review with customer

Bug Fixing

1

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Installation

Installation - Google Map Setup and Configuration

Enable Google map integration with either RMS, CAD and WDA for either Police or Fire usage. Annual Subscription is required which may be listed as a separate line item.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

Installation - LInX Set Up, Configuration and Training

Requirements for assisting customer with submitting live LINX information.

Mapping of Charge Codes 12 hours Review and Configuration of CFS Codes 12 hours Configuration of LINX in Applications 8 hours Setting up Connections for Test Submissions 2 hours Monitoring Test Submissions 10 hours Copy Live Data to Training Database 6 hours On-Line System Admin Training 4 hours On-Line User Training. 6 hours

Estimated man hours for project = 60 hours

Travel expenses are not included unless otherwise stated in the proposal.

Power BI Configuration for SQL Enterprise or Standard

ProPhoenix will configure the database for BI, setup all the supplied dashboards and enable them from within RMS. This set up includes 2 Power BI Pro licenses if Customer does not use SQL Enterprise version.

Data Conversion - Crash Reports

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

Crash Module: Conversion includes Crash Data, Vehicle, Violation, Driver Information, and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.



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Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Data Conversion - IA Pro

Specifications TBD. ProPhoenix will transfer data from IAPRO

Data Conversion - SmartCOP

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- Name Module: Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employee/School, Gang, Name Activity, Pictures, Comments, Attachments, and Gun Permits.
- Incident Module: Call Detail, Case Detail, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives).
- Arrest Module: Arrest Data, Charge Info, Mugshots, Arrest Comments, Vehicles, and Attachments.
- Property Module: Location, Vehicles, Status, Property Room Data, Attachments, and Property History.
- Citation Module: Violation Data, Vehicle Info, Attachments and Comments.
- Crash Module Optional: If included in proposal, conversion includes Crash Data, Vehicle, Violation and Driver Info., and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources. Intersections cannot be obtained from these online sources and must be provided by customer in spreadsheet format, or hand entered. If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the 3rd party Map applications used by ProPhoenix and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

Training

Training - On-Site Go Live Support

Onsite Go-Live consists of:

- ProPhoenix will provide on-site support to assist with agency go-Live event
- Execute the go-Live playbook to assist agency with go-live functions

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- Assist Agency with intial go-live access and controls for end-user
- Fielding and answering questions for call taking, call handling, records processing and other functions during the intial go-live event
- Per diem and travel expenses billed to customer unless otherwise specified in the agreement
- ProPhoenix employees will be scheduled in 8 hour blocks to support go-live activity

Training - On-Site Post Go Live

Onsite training consists of:

- 8 hour day including setup and QA period. typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for end-user and instructor
- Up to 12 end-user maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.
- Target Aduance All Agency Personnel

Training - On-Site Specialized Training Administrators

Onsite training consists of:

- 8 hour day including setup and QA period. typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Recommended agendas are established for project implementation and train-the-trainer sessions. Specialized Training for specific topics such as: Report Approval, Document Managment, Inventory/Fleet, AVL Recall, Personnel, Complaint Entry, Use of force, Comp Stat Reports, Training, Statistical Reporting, BI Dashboards, Employment.
- Target Audiance Agency Administrators

Training - On-Site System Administrator Training

Onsite training consists of:

- 8 hour day including setup and QA period. typically using a train-the-trainer approach
- · Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions. Specialized Training for specific topics such as, System Set -up, Access Logs, Coded tables, Charge Codes, Dispositions, Roles/Permissions, Terminal Set-up, System Parameters, Accounting, Alarms, BI, Case Management, Citizen Services, Civil, Detail Work, Document Managment, Geo, Records, Warrants, System Set.
- Target Audiance System Administator / Software Managers
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

Training - On-Site Train the Trainer

Onsite training consists of:

- 8 hour day including setup and QA period. typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live. Recommended agendas are
 established for project implementation and train-the-trainer sessions. Topics will cover Master Name Index, Arrest Entry,
 Property/Evidence, MObile (WDA), Call taking, Traffic Stops, Tow, Field Interview, NCIC Query, Messaging, Gun Permits,

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Vehicles, Case Management, Use of Force Reporting, Walk-in Entry, NIBRS, Report Writing, Document Managment, Inventory, Animal Control, K9 and Activity Logs.

- Provided training is to be held between 8AM and 5PM Monday thru Friday (later hours may be available at additional cost)
- Target Audiance Patrol and Investigative Sworn Personnel

Project Management

Project Management and Professional Services

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.

2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.

3. Implementation: Manage and coordinate with installation team to Install and configure software, conduct system administration training (if contracted), and execute a sample data conversion (if contracted)

4. User Training: If any training days purchased, manage train the trainer training, assist end user training, and prepare to go live. 5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).

6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

3rd Party Software

Google Map Subscription

Customer must open access to Google Map service from the server and all clients. Google cost is the total number of vehicles assigned to the Police and/or Fire fleet. CAD client and/or RMS access to Google Map is covered under this umbrella at no additional charge.

Google License Fee is an annual fee. First fee will be invoiced and subsequent year's license fees will be billed with the annual support.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

Google map subscription is accessed via the internet and may affect data usage. Check with your provider to see if Google Map data consumption may increase data plan costs.



Attachment "C" VENDORS ON SCRUTINIZED COMPANIES LISTS

ProPhoenix Corp , the bid proposer, certifies that it is not: (1) By executing this Certificate listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	08/31/2023

SIGNATURE: Paul Hoppe

COMPANY: ProPhoenix Corp

ADDRESS: 502 Pleasant Valley Ave

Moorestown, NJ 08057

NAME: Paul Hoppe (Typed or Printed)

TITLE: Vice President

E-MAIL: _____paul.hoppe@prophoenix.com

PHONE NO.:

609-953-6850



Attachment "D"

Federal (Clauses
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This Attachment is hereby incorporated by reference into the main Contract.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [G1K02 and G2496] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

<u>Conflict of Interest (2 CFR § 200.112)</u>: Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

¹ Note as of February 2022, the "Simplified Acquisition threshold" is currently set at \$250,000.00; the "Micro-purchase threshold" is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



<u>Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733</u>): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor*'s actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321)</u>: Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction" contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and



the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract, contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract. Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

<u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part</u> <u>5):</u> Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do



not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

<u>Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):</u> Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

<u>Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)</u>: Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



<u>Access to Records and Reports:</u> Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

<u>Record Retention</u>: Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: contractor will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*]

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82)</u>: Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.



Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor*'s violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order

14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology



Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <u>https://www.sam.gov</u>.

<u>Never Contract With The Enemy (2 CFR Part 183):</u> Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.



No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to_any obligations or liabilities to the non-Federal entity, contractor, or any other_party pertaining to any matter resulting from *the contract*].

The	Vice President	on behalf of ProPhoenix Corp	the
requir		nfirm the <i>contractor</i> is fully able to comply with these d has made inquiries and further examination of the law and	-
requi		Dall	
	DATE: 08/31/2023	SIGNATURE: / aul Nappe	
	COMPANY: ProPhoenix Corp	NAME: Paul Hoppe	
	ADDRESS: 502 Pleasant Valley Ave	TITLE: Vice President	
	Moorestown, NJ 08057		

paul.hoppe@prophoenix.com

609-953-6850

E-MAIL:

PHONE NO .:



Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE:	08/31/2023	
SIGNATUI	RE: Paul Ho	1 zppe
COMPANY	C: ProPhoenix C	orp
NAME:	Paul Hoppe	
TITLE:	Vice Presiden	t

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE:	08/31/2023		
SIGNAT	TURE: Paul Hoppe		
COMPA	NY: ProPhoenix Corp		
NAME: Paul Hoppe			
TITLE:	Vice President		



Attachment "E"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation



insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance



in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1.	Workers' Compensation 1.) State 2.) Employer's Liability	LIMIT Statutory \$500,000 each accident
2.	Business Automobile	\$1M each accident
3.	Commercial General Liability	(A combined single limit) \$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1M each occurrence
5.	Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less



than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.

- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.



The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.